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CITY OF MARLBOROUGH

2022 MAY 19 P 1:55

CITY OF MARLBOROUGH

City Council Agenda

Monday, May 23, 2022

8:00 PM

This meeting of the City Council will be held in City Council Chambers, City Hall, 140 Main Street. **PUBLIC ATTENDANCE IS PERMITTED.** This meeting will be televised on WMCT-TV (Comcast Channel 8 or Verizon/Fios Channel 34), or you can view the meeting using the link under the Meeting Videos tab on the city website (www.marlborough-ma.gov).

1. Minutes, City Council Meeting, May 9, 2022.
2. CONTINUED PUBLIC HEARING on the Petition from Massachusetts Electric and Verizon New England, to install a new pole and remove the old pole and install underground cable for city work around the pump station on Cullinane Drive, Order No. 22-1008586A.
3. PUBLIC HEARING on the Petition from Massachusetts Electric, to replace three (3) sections of direct buried cable and replace with new primary cable in conduit on Stone Hill Road, Order No. 22-1008596.
4. Communication from the Mayor, re: Transfer Request in the amount of \$1,422,500.00 which moves funds from the Undesignated Fund to the West Side Fire Station Stabilization Account.
5. Communication from the Mayor, re: Revolving Fund Spending Limits for the Public Safety Revolving Fund, the Parks and Recreation Revolving Fund, the Council on Aging Revolving Fund and the Water and Sewer Revolving Fund for Fiscal Year 2023.
6. Communication from the Mayor, re: Proposed Revision to Fiscal Year 2023 Budget submission.
7. Communication from the Mayor, re: Transfer Request in the amount of \$1,735,807.00 which moves funds from and to various accounts as outlined to cover expenses for several departments for the remainder of Fiscal Year 2022.
8. Communication from the Mayor, re: Transfer Request in the amount of \$1,000,000.00 from Undesignated Fund to Library Building Renovations to cover unanticipated cost overruns.
9. Communication Proposed Water Tank Maintenance Contract pursuant to MGL Chapter 40 §62 and Chapter 30B §12.
10. Communication from the Mayor, re: Grant Acceptance in the amount of \$14,816.90 from the 495/MetroWest Corridor Partnership awarded to Marlborough Economic Development Corporation (MEDC) to be used for a project at Union Common.

Electronic devices, including laptops, cell phones, pagers, and PDAs must be turned off or put in silent mode upon entering the City Council Chamber, and any person violating this rule shall be asked to leave the chamber. Express authorization to utilize such devices may be granted by the President for recordkeeping purposes.

11. Communication from the Mayor, re: Grant Acceptance in the amount of \$60,000.00 from the Executive Office of Public Safety & Security and Homeland Security awarded to the Police Department to be used for the beginning phase of body camera/cruiser camera systems.
12. Communication from the Mayor, re: Grant Acceptance in the amount of \$185,000.00 as part of the Fiscal Year 2022 Earmark Funding for various projects throughout the city.
13. Communication from the Mayor, re: Grant Acceptance in the amount of \$219,982.00 from Community Compact Cabinet's Municipal Fiber Program awarded to Information Technology to be used to replace BANA copper network lines used for radio communications.
14. Communication from the Mayor, re: Grant Acceptance in the amount of \$11,835,814.00 for the Coronavirus Local Fiscal Recovery Fund (CLFRF) money with revisions to projects as resubmitted by Mayor Vigeant.
15. Communication from Solicitor Jason Grossfield, re: Executed settlement agreement in connection with litigation matter of WP Marlborough MA Owner, LLC v. Marlborough City Council (Land Court No. 21MISC000451).
16. Communication from Central MA Mosquito Control Project, re: Information on enhanced larval treatment plans for EEE mitigation in 2022.
17. Application for Renewal of Junk Dealer/Secondhand Dealer License, TVI, Inc, d/b/a Savers, 222A East Main Street.
18. Application for Renewal of Junk Dealer/Secondhand Dealer License, ecoATM, LLC, 601 Donald J. Lynch Boulevard.
19. Minutes of Boards, Commissions and Committees:
 - a) School Committee, April 12, 2022 & April 26, 2022.
 - b) Conservation Commission, April 7, 2022.
 - c) Planning Board, March 28, 2022 & April 11, 2022.
20. CLAIMS:
 - a) Joanna Gilantzis, 234 Lovell Street, Worcester, other property damage and/or personal injury.
 - b) Chris Horman, 179 Helen Drive, other property damage and/or personal injury.
 - c) David Kelber, 61 Burns Road, pothole or other road defect.
 - d) Scott Richards, 8 Gagas Lane, residential mailbox claim (2a).
 - e) Robert Cavalcanti, 359 Littlefield Lane, other property damage and/or personal injury.

REPORTS OF COMMITTEES:

UNFINISHED BUSINESS:

From Urban Affairs Committee

21. **Order No. 21/22-1008475D Proposed Zoning Map Amendment for parcels of land located on Jefferson and a small portion of Lincoln Streets, identified as Map 56, Parcels 147, 148, 150, 151, 152, & 153 in addition to Map 56, Parcels 154, 155, 156, 157 & 158.**

Recommendation of the Urban Affairs Committee is to APPROVE as amended.

Councilor Wagner moved to approve the zoning amendments as submitted by the mayor; motion was seconded, and chair asked for discussion. Councilor Doucette moved to amend the original recommendation for Parcel 56-153 (changing from CA to NB) to be CA to RB; the motion was seconded and carried 5-0. (This property is a single-family home that is currently pre-existing non-conforming in CA and would remain non-conforming if changed to NB but would be conforming in RB.)

From Finance Committee

22. **Order No. 22-1008584A: Proposed Fiscal Year 2023 Budget in the amount of \$181,260,899.00 as requested by Mayor Vigeant.**

Recommendation of the Finance Committee is to APPROVE as amended.

On a motion by Councilor Perlman, seconded by Chair Irish, the Finance Committee voted 3-0 to refer to the City Council Mayor Vigeant's FY2023 Operating Budget with proposed reductions in the amount of \$806,800.00 as listed in the above table and resulting in an amended **Fiscal Year 2023 Municipal Operating Budget in the amount of \$180,454,099**; and, further to recommend that the Mayor be requested to submit a budget amendment to fund the current position in the Assessor's Office 1410, 50770 Senior Clerk.

From City Council

23. **Order No. 21/22-1008402A-4: Mayoral Veto relative to the Proposed Order to authorize the purchase of 100 Locke Drive for a west side Fire Station.**

Item postponed at the May 9, 2022, City Council meeting.

24. **Order No. 21/22-1008402B-5: Mayoral Veto relative to the Transfer Request in the amount of \$5,092,666.66 for the acquisition of 100 Locke Drive for a new Fire Station.**

Item postponed at the May 9, 2022, City Council meeting.

Councilors-at-Large

Mark A. Oram
Michael H. Ossing
Samantha Perlman
Kathleen D. Robey



Ward Councilors

Ward 1 – Laura J. Wagner
Ward 2 – David Doucette
Ward 3 – J. Christian Dumais
Ward 4 – Teona C. Brown
Ward 5 – John J. Irish
Ward 6 – Sean A. Navin
Ward 7 – Donald R. Landers, Sr.

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2022 MAY 18 AM 8:20

Council President

Michael H. Ossing

Council Vice-President

Kathleen D. Robey

**CITY OF MARLBOROUGH
CITY COUNCIL
MEETING MINUTES
MONDAY, MAY 9, 2022**

The regular meeting of the City Council was held on Monday, May 9, 2022, at 8:00 PM in City Council Chambers, City Hall. City Councilors Present: Ossing, Wagner, Doucette, Brown, Irish, Navin, Oram, Perlman & Robey. Councilors Absent: Dumais & Landers. Meeting adjourned at 10:30 PM.

Motion by Councilor Navin, seconded by the Chair to adopt the following:

ORDERED: That the Minutes of the City Council meeting, April 25, 2022, **FILE**; adopted.

That the **PUBLIC HEARING** on the Petition from Massachusetts Electric and Verizon New England, to install a new pole and remove the old pole and install underground cable for city work around the pump station on Cullinane Drive, Order No. 22-1008586, is **CONTINUED UNTIL MAY 23, 2022, AT 8:00 PM**, adopted.

Councilors Present: Wagner, Doucette, Brown, Irish, Navin, Oram, Ossing, Perlman & Robey.

Councilors Absent: Dumais & Landers.

That the **PUBLIC HEARING** on the Proposed Fiscal Year 2023 Budget as submitted by Mayor Vigeant in the amount of \$181,260,899.00 which represents a 4.18% increase over the Fiscal Year 2022 appropriation, Order No. 22-1008584, all were heard who wish to be heard, hearing closed at 8:03 PM, adopted.

Councilors Present: Wagner, Doucette, Brown, Irish, Navin, Oram, Ossing, Perlman & Robey.

Councilors Absent: Dumais & Landers.

That the **PUBLIC HEARING** on the Application for a Special Permit and Site Plan Approval from Cellco Partnership d/b/a Verizon Wireless to install a new stealth Wireless Communication Facility, including an 80-foot stealth pole with accessory ground equipment at 739-769 Donald J. Lynch Boulevard, Order No. 22-1008570, all were heard who wish to be heard, hearing closed at 8:20 PM, adopted.

Councilors Present: Wagner, Doucette, Brown, Irish, Navin, Oram, Ossing, Perlman & Robey.

Councilors Absent: Dumais & Landers.

That the PUBLIC HEARING on the Application for Special Permit from Attorney Brian Falk, on behalf of Alta Marlborough, LLC (Wood Partners), to build a mixed-use project in the Neighborhood Business District consisting of 10,074 square feet of ground floor retail and commercial space, 276 dwelling units in addition to an on-site parking garage with 448 spaces to be located at the corner of Lincoln and Mechanic Streets, Order No. 22-1008572, all were heard who wish to be heard, hearing closed at 9:42 PM, adopted.

Councilors Present: Wagner, Doucette, Brown, Irish, Navin, Oram, Ossing, Perlman & Robey.

Councilors Absent: Dumais & Landers.

That the PUBLIC HEARING on the Proposed Zoning Amendment from Attorney Brian Falk on behalf of Alta Marlborough, LLC (Wood Partners), to Chapter 650 §39 "Neighborhood Business District", Order No. 22-1008571, all were heard who wish to be heard, hearing closed at 9:47 PM, adopted.

Councilors Present: Wagner, Doucette, Brown, Irish, Navin, Oram, Ossing, Perlman & Robey.

Councilors Absent: Dumais & Landers.

President Ossing called a recess at 9:47 PM and returned to open meeting at 9:51 PM.

President Ossing asked Vice-President Robey to take the podium.

Motion by Councilor Ossing, seconded by the Chair to adopt the following:

ORDERED: That the Communication from Solicitor Jason Grossfield, re: City Council Orders 21/22-1008402A-3 and 21/22-1008402B-4 regarding opinion on ambiguity associated with the two (2) Orders and any suggested wording to resolve same, **FILE**; adopted.

Motion by Councilor Ossing, seconded by the Chair to adopt the following:

ORDERED: That the Mayor submit a corrected copy of the Order to:

- Authorize the City to acquire the property at 100 Locke Drive.
- The appropriation from the Undesignated Fund in the amount of \$5,092,666.66 for said acquisition.
- Authorize the Mayor to accept the deed for 100 Locke Drive.
- The Mayor submit a transfer sheet for \$5,092,666.66 from the Undesignated Fund to the Land acquisition account.
- The Mayor submit a transfer of \$1,422,500.00 from Undesignated Fund to the now approved West Side Fire Station Stabilization account.
- The revised Order and two transfers to appear on the May 23, 2022, City Council agenda.
- The City Council will postpone the votes on the Mayor vetoes of Orders 21/22-1008402A & B to May 23, 2022.

This motion accomplishes the following:

- Addresses the Mayor's concern regarding ambiguity in the order by submitting a revised order addressing the ambiguities and the source of the transfer
- Corrects the transfer sheet for the land acquisition to align with the revised order
- Submits a transfer from Undesignated Funds in the amount of \$1,422,500 into the now approved West Side Fire Station Stabilization account
- City Council will uphold the Mayor's vetoes of Orders 21/22-1008402A & B
- Aligns the Mayor and the City Council on the goal of moving forward on the West Side Fire Station in a collaborative manner

APPROVED; adopted.

President Ossing returned to the podium.

Motion by Councilor Robey, seconded by the Chair to adopt the following:

ORDERED: That Communication from the Planning Board, re: Favorable Recommendation on the Proposed Zoning Map Amendment for parcels of land located on Jefferson and a small portion of Lincoln Streets, identified as Map 56, Parcels 147, 148, 150, 151, 152, & 153 in addition to Map 56, Parcels 154, 155, 156, 157 & 158, Order No. 21/22-1008475C, **FILE**; adopted.

Motion by Councilor Brown, seconded by the Chair to adopt the following:

ORDERED: That there being no objection thereto set **MONDAY MAY 23, 2022**, as the **DATE FOR PUBLIC HEARING**, on the Petition from Massachusetts Electric, to replace three (3) sections of direct buried cable and replace with new primary cable in conduit on Stone Hill Road, referred to the **PUBLIC SERVICES COMMITTEE**; adopted.

Motion by Councilor Brown, seconded by the Chair to adopt the following:

ORDERED: That the Application for Renewal of Junk Dealer/Secondhand Dealer License, Jean Rabelo, d/b/a Post Road Used Auto Parts of Marlboro, Inc., 785 Boston Post Road East, referred to the **PUBLIC SERVICES COMMITTEE**; adopted.

Motion by Councilor Robey, seconded by the Chair to adopt the following:

ORDERED: That the Notice from Attorney Brian Falk on behalf of Alta Marlborough, LLC (Wood Partners), re: Notice of a Balloon Test relative to the proposed project at Lincoln and Mechanic Streets to occur on Wednesday, May 18, 2022, at 5:00 PM, **FILE**; adopted.

Motion by Councilor Navin, seconded by the Chair to adopt the following:

ORDERED: That Communication from National Grid, re: Notice of potential work relative to their current Vegetation Management Plan, **FILE**; adopted.

Motion by Councilor Doucette, seconded by the Chair to adopt the following:

ORDERED: That the Minutes of following Boards, Commissions and Committees, **FILE**; adopted.

- a) Commission on Disabilities, August 3, 2021 & March 8, 2022.
- b) Library Trustees, April 5, 2022.
- c) Traffic Commission, March 2, 2022.
- d) Zoning Board of Appeals, April 5, 2022.

Motion by Councilor Doucette, seconded by the Chair to adopt the following:

ORDERED: That the following CLAIMS, referred to the **LEGAL DEPARTMENT**; adopted.

- a) Richard Aldrich, 117 Bolton Street, other property damage and/or personal injury.
- b) Karolyn Gowaski, 126 Langelier Lane, residential mailbox claim (2a).
- c) Thomas Tucker, 11 Hawkins Lane, residential mailbox claim (2b).

Reports of Committees:

Councilor Irish reported the following out of the Finance Committee:

**City Council Finance Committee
May 2, 2022
May 4, 2022
Municipal FY2023 Budget Hearings
Minutes and Report**

These meetings convened at 6:00 PM and were held in the City Council Chamber and open to the public. The meetings were televised on WMCT-TV (Comcast Channel 8 or Verizon/Fios Channel 34) and available for viewing using the link under the Meeting Videos tab on the city’s website, home page (www.marlborough-ma.gov). The May 2nd meeting adjourned at 10:17 PM. The May 4th meeting adjourned at 7:49 PM.

May 2, 2022:

Voting and non-voting members present: Voting: Chair Irish, Councilors Dumais, Perlman, Oram and Brown.

Non-Voting: Councilors Ossing, Wagner, Doucette, Robey, Landers and Navin.

May 4, 2022:

Voting members: Chair Irish, Councilors Perlman and Brown; Councilor Oram left at 6:55 PM; Councilor Dumais was absent.

Non-Voting: Councilors Ossing, Landers, Robey, Doucette and Wagner; Councilor Navin was absent.

04-25-22 – Order No. 22-1008584: Mayor Vigeant’s Proposed FY2023 Operating Budget in the amount of \$181,260,899.00.

Chair Irish read the Mayor’s April 21, 2022, letter submitting the budget for review and approval in the amount of \$181,260,899.00 representing a 4.18% increase over this year due primarily to increased staffing needs and fuel and utility costs.

The Finance Committee reviewed each of the items listed in the Budget Summary over the course of the two meetings together with the Mayor and municipal department heads and assistant department heads and proposed the following adjustments to the Mayor’s budget:

FINCOM FY23 Budget Adjustments

Department	Account # Description	Reduction	FINCOM Vote	Comments
1410 Assessor	53180 Prof & Tech Services	-\$50,000	Approved 3 – 0 (JI/SP/TB)	Reduction due to hiring a Senior Assessor

Reports of Committee Continued:

1410 Assessor	50520 Principal Clerk	-\$51,300	Approved 3 - 0 (JI/SP/TB)	Insufficient information to justify position.
1410 Assessor	50770 Senior Clerk	+\$49,000	Approved 3 - 0 (JI/SP/TB)	Request Mayor amend budget to fund current position. Actual salary TBD
1520 Human Resources	50775 Admin Assistant	-\$5,500	Approved 3 - 0 (JI/SP/TB)	Start position at Step 1 or 2
1920 Property & Building Maintenance	52120 Electricity	-\$100,000	Approved 3 - 0 (JI/SP/TB)	Implement Energy Conservation measures
1990 Other Government	57820 Reserve for Salaries	-\$200,000	Approved 3 - 0 (JI/SP/TB)	Underruns in salary items due to vacant and retiring positions
2100 Police Department	51320 Court OT	-\$50,000	Denied 2 (JI/TB) - 1 (SP)	Funds not used historically. Courts unlikely to ramp up to challenge funding. Underruns in salary items and retirements.
2200 Fire Department	51300 Gross OT	-\$50,000	Denied 2 (JI/TB) - 1 (SP)	Underruns in salary line items and retirements
3032 Maintenance Schools	52120 Electricity	-\$100,000	Approved 3 - 0 (JI/SP/TB)	Implement Energy Conservation measures
9300 Capital Projects	58595 City Hall Equipment	-\$300,000	Approved 3 - 0 (JI/SP/TB)	Use ARPA funds and reduce burden on taxpayers
TOTAL		-\$806,800		

On a motion by Councilor Perlman, seconded by Chair Irish, the Finance Committee voted 3-0 to refer to the City Council Mayor Vigeant's FY2023 Operating Budget with proposed reductions in the amount of \$806,800.00 as listed in the above table and resulting in an amended **FY2023 Municipal Operating Budget in the amount of \$180,454,099**; and, further to recommend that the Mayor be requested to submit a budget amendment to fund the current position in the Assessor's Office 1410, 50770 Senior Clerk.

Impact of the Finance Committee's FY2023 Budget Adjustments

Reports of Committee Continued:

The Mayor's proposed FY2023 budget of \$181,260,899.00 less the recommended adjustments of \$806,800 equals a new FY2023 budget of \$180,454,099.00. This represents an increase of \$6,470,735.00 from FY2022 or an increase of 3.72% and reduces the tax rate for the average house from \$262.00 to approximately \$234.00.

Councilor Robey reported the following out of the Urban Affairs Committee:

City Council Urban Affairs Committee
Thursday, May 5, 2022 – 7:00 PM
In Council Chambers
Minutes and Report

Urban Affairs & Housing Committee voting members present were Chairman Katie Robey, Councilor Doucette, Councilor Landers, Councilor Navin. and Councilor Wagner.

Other Councilors present were Brown, Irish, Perlman and Ossing.

Order No. 21-1008475 Communication from Mayor Vigeant requesting the City Council consider a Proposed Zoning change regarding a portion of Jefferson Street.

The chair went through the timeline stating this had been referred to Urban Affairs but not advertised and was held over to 2022 at which time a request was made from developer on Lincoln St. to act on this. The council held its public hearing on April 11 and the Planning Board held its on April 25. The chair read the letter from Planning Board with their favorable recommendation to rezone as suggested by the mayor's order.

The chair had offered some amendments to the mayor's order and discussion was held by those present.

Councilor Wagner moved to approve the zoning amendments as submitted by the mayor; motion was seconded, and chair asked for discussion. Councilor Doucette moved to amend the original recommendation for Parcel 56-153 (changing from CA to NB) to be CA to RB; the motion was seconded and carried 5-0. (This property is a single-family home that is currently pre-existing non-conforming in CA and would remain non-conforming if changed to NB but would be conforming in RB.)

Discussion continued on the original motion as amended. Councilor Doucette moved to amend to have Parcels 56-147, 56-148 and 56-150 remain as CA; the motion was seconded, and the vote was 3-2 (motion did not carry).

With no further discussion, the chair called for a vote on the original motion to approve the mayor's order with the amendment for Parcel 56-153. The motion carried 5-0.

Councilor Doucette moved to adjourn; it was seconded and carried 5-0. The meeting was adjourned at 7:48 pm.

Motion by Councilor Irish, seconded by the Chair to adopt the following:

ORDERED: That the Transfer Request in the amount of \$589,691.00 which moves funds from Economic Development to MEDC to fund the FY23 operations of the Marlborough Economic Development Corporation (MEDC), **APPROVED**; adopted.

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT:		Mayor				FISCAL YEAR:		2022	
FROM ACCOUNT:						TO ACCOUNT:			
Available	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available
Balance									Balance
<u>\$984,934.02</u>	<u>\$589,691.00</u>	<u>27000099</u>	<u>42440</u>	<u>Economic Development</u>	<u>\$589,691.00</u>	<u>11740006</u>	<u>53950</u>	<u>MEDC Funding</u>	<u>\$0.00</u>
Reason:		<u>To allow the MEDC to continue it's work in promoting the economic development of the City for FY23</u>							
	<u>\$589,691.00</u>	Total			<u>\$589,691.00</u>	Total			

Motion by Councilor Irish, seconded by the Chair to adopt the following:

ORDERED: That the City of Marlborough, Massachusetts (“the City”) appropriate the amount of \$500,000 (five hundred thousand dollars) for the purpose of paying the cost of reconstruction or making extraordinary repairs to the Sligo Hill Water Tank.

That to meet this appropriation, the Comptroller/Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to M.G.L. Chapter 44, Section 8 (4), as amended and supplemented, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; and that the Mayor is authorized to contract for and expend any grants, aid, or gifts available for this project; and that the Mayor is authorized to take any other action necessary or convenient to carry out this project.

Any premium received by the City upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. Chapter 44, Section 20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

DENIED; adopted.

Yea: 1 – Nay: 8 – Absent: 2

Yea: Irish.

Nay: Wagner, Doucette, Brown, Navin, Oram, Perlman, Ossing & Robey.

Absent: Dumais, Landers.

Motion by Councilor Irish, seconded by the Chair to adopt the following:

ORDERED That the City of Marlborough, Massachusetts (“the City”) appropriate the amount of \$5,175,000.00 (five million one hundred seventy-five thousand dollars) for the purpose of paying the cost of street construction.

That to meet this appropriation, the Comptroller/Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to MGL Chapter 44, Section 7 (1), as amended and supplemented, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; and that the Mayor is authorized to contract for and expend any grants, aid, or gifts available for this project; and that the Mayor is authorized to take any other action necessary or convenient to carry out this project.

Any premium received by the City upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with MGL Chapter 44, Section 20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

APPROVED; adopted.

Yea: 9 – Nay: 0 – Absent: 2

Yea: Wagner, Doucette, Brown, Irish, Navin, Oram, Perlman, Ossing & Robey.

Absent: Dumais, Landers.

Motion by Councilor Irish, seconded by the Chair to adopt the following:

Motion by Councilor Ossing, seconded by the Chair to amend the Order by adding language relative to the transfer of funds to the West Side Fire Stabilization Account.

ORDERED That the Transfer Request in the amount of \$1,448,100.00 which moves funds from Undesignated Fund (Free Cash) to various departments for their Capital Requests as outlined in the transfer sheet, **APPROVED, contingent upon the Mayor’s approval of the transfer of the Phase 1 Green District mitigations funds in the amount of \$1,422,500.00 from Undesignated Fund into the West Side Fire Stabilization Account;** adopted.

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT:		Various				FISCAL YEAR:		2022	
FROM ACCOUNT:						TO ACCOUNT:			
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
\$11,233,713.00	\$1,448,100.00	10000	35900	Undesignated Fund	\$243,100.00	19300006	58512	Capital Outlay-Fire	\$0.00
	Reason:	To fund various capital requests					Fire Squad Truck		
					\$455,000.00	19300006	58467	Capital Outlay-Public Facilities	\$0.00
						Pools, Cemetery, Schools and Reservoir			
					\$750,000.00	19300006	58731	Capital Outlay-DPW Equipmer	\$0.00
	Reason:						DPW Equipment		
	\$1,448,100.00	Total			\$1,448,100.00	Total			

Motion by Councilor Robey, seconded by the Chair to adopt the following:

ORDERED: That action on the Mayoral Veto of Council Order 21/22-1008402A-2 relative to Proposed Order to authorize the purchase of 100 Locke Drive for the purpose of building a new Fire Station, **POSTPONED UNTIL MAY 23, 2022, CITY COUNCIL MEETING**; adopted.

Motion by Councilor Robey, seconded by the Chair to adopt the following:

ORDERED: That action on the Mayoral Veto of Council Order 21/22-1008402B-3 relative to Proposed amended Transfer request in the amount of \$5,092,666.66 for the acquisition of 100 Locke Drive for a new Fire Station clarifying the funding sources, **POSTPONED UNTIL MAY 23, 2022, CITY COUNCIL MEETING**; adopted.

Motion by Councilor Navin, seconded by the Chair to adopt the following:

ORDERED There being no further business, the regular meeting of the City Council is herewith adjourned at 10:30 PM; adopted.



IN CITY COUNCIL

Marlborough, Mass., MAY 9, 2022

ORDERED:

That the PUBLIC HEARING on the Petition from Massachusetts Electric and Verizon New England, to install a new pole and remove the old pole and install underground cable for city work around the pump station on Cullinane Drive, Order No. 22-1008586, be and is herewith **CONTINUED UNTIL MAY 23, 2022, AT 8:00 PM.**

Councilors Present: Wagner, Doucette, Brown, Irish, Navin, Oram, Ossing, Perlman & Robey.

Councilors Absent: Dumais & Landers.

PUBLIC SPEAKING IN FAVOR

TRANSCRIPT NOT COMPLETE

The hearing was opened with no testimony from the public being heard.

ADOPTED

ORDER NO. 22-1008586A

IN CITY COUNCIL



Marlborough, Mass., MAY 9, 2022

ORDERED:

That there being no objection thereto set **MONDAY MAY 23, 2022**, as the **DATE FOR PUBLIC HEARING**, on the Petition from Massachusetts Electric, to replace three (3) sections of direct buried cable and replace with new primary cable in conduit on Stone Hill Road, be and is herewith referred to the **PUBLIC SERVICES COMMITTEE**.

ADOPTED

ORDER NO. 22-1008596



City of Marlborough Office of the Mayor

140 Main Street
Marlborough, Massachusetts 01752
508.460.3770 Fax 508.460.3698 TDD 508.460.3610
www.marlborough-ma.gov

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MAYOR
2022 MAY 19 A 11:58

Patricia M. Bernard
EXECUTIVE AIDE

Ryan P. Egan
EXECUTIVE SECRETARY

May 19, 2022

Marlborough City Council
140 Main Street
Marlborough, MA 01752

RE: Transfer - west side Fire Station Stabilization account

Councilors,

I am submitting the following transfer request in the amount of \$1,422,500.00 from the Undesignated Fund to the West Side Fire Station Stabilization Account.

Again, I'd like to reiterate that I have been consistent since the beginning of discussions on this project. If it appeared there was no path forward for the building of the fire station, I would request the transfer. The time is here. There are too many variables to the project, such as agreements with a reluctant seller, negotiations with the State, local communities and the City bargaining units. I was more than willing to take on the challenge and had begun the process. But a non-committed City Council for this project at this location at this time makes it insurmountable to achieve.

Although a couple of Councilors may have attained their only goal of seeing the funds in a stabilization line-item, others, I'm sure are as disappointed as I am with not getting this project delivered for the public safety of our community. I am hopeful some of you moving forward, find your independent voice and represent the best interest of the City of Marlborough.

Arthur G. Vigeant
Mayor

Enclosure



City of Marlborough
Office of the Mayor

140 Main Street
Marlborough, Massachusetts 01752
508.460.3770 Fax 508.460.3698 TDD 508.460.3610
www.marlborough-ma.gov

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MAYOR
2022 MAY 19 A 11:58

Patricia M. Bernard
EXECUTIVE AIDE

Ryan P. Egan
EXECUTIVE SECRETARY

May 19, 2022

Council President Ossing
Marlborough City Council
140 Main Street
Marlborough, MA 01752

RE: FY23 Revolving funds spending limit

Honorable President Ossing and Councilors,

I am submitting for your approval an order to set the spending limits on the City's four revolving funds.

Parks & Recreation Revolving Fund	\$350,000.00
Council on Aging Revolving Fund	\$150,000.00
Public Safety Revolving Fund	\$120,000.00
Water & Sewer Revolving Fund	\$500,000.00

We are requesting to increase the Council on Aging's revolving fund from \$70,000.00 to \$150,000.00. As noted at the recent budget hearings, we made a temporary adjustment in the COA budget where we zeroed out numerous accounts to utilize leftover funding. This proposed increase to \$150,000.00 will cover all FY23 expenses incurred that are not funded through the budget ensuring all programs and services continue for our senior population.

As you are aware, state law requires that revolving accounts be reauthorized prior to the start of the fiscal year. If reauthorization does not occur, all funds within the revolving account will roll over into the general fund as of July 1, 2022.

I have included year-end financial reports for each account and a draft order for reauthorization.

Please do not hesitate to contact me with any questions or concerns.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures

ORDERED:

That the City Council hereby approves the maximum amount that shall be expended during fiscal year 2023 from each of the revolving funds as established by city ordinance, unless otherwise authorized by City Council and Mayor, as follows:

<u>Revolving Fund</u>	<u>FY2023 Spending Limit</u>
Parks and Recreation Revolving Fund	\$350,000.00
Council on Aging Revolving Fund	\$150,000.00
Public Safety Revolving Fund	\$120,000.00
Water and Sewer Revolving Fund	\$500,000.00

ADOPTED
 In City Council
 Order No. 22-
 Adopted

Approved by Mayor
 Arthur G. Vigeant
 Date:

A TRUE COPY
 ATTEST:



City of Marlborough
Council on Aging and Senior Center

40 New Street
 Marlborough, Massachusetts 01752
 Telephone (508) 485-6492 Facsimile (508) 460-3726

Patricia A. Pope
 EXECUTIVE DIRECTOR

May 16, 2022

Mayor Arthur G. Vigeant
 City Hall
 140 Main Street
 Marlborough, MA 01752

Re: Council on Aging/Senior Center Revolving Account Reauthorization

Dear Mayor Vigeant,

Since the authorization of the Revolving Account in October 2015 these funds have been used solely for programming at the Senior Center. We are fortunate to be able to offer a bevy of different types of programs at the Senior Center to engage as many older adults as possible.

The revenue generated in the Revolving Account represents fees associated with the numerous programs run through the Senior Center. The expenditures represent payment for the instructors, bus trips, entertainment along with program supplies and associated food costs.

Due to the effects of COVID 19 on the Senior Center you will notice that our remaining balance is higher than previous years and our spending significantly lower. With that in mind our revolving account will be used for all funding in the FY'23 budget except salaries. Therefore, I am requesting the spending limit on this account be increased to \$150,000.00 for the FY'23 budget year, per the Auditor's suggestion.

The Senior Center receives tremendous support from the city for which we are extremely grateful. The increase in the spending limit to \$150,000.00 will allow us to continue to meet the needs and expand the programs offered to our older adults.

Thank you for your consideration.

Sincerely,

Patricia A. Pope
 Executive Director

CITY OF MARLBOROUGH



G/L ACCOUNT - MASTER INQUIRY

Org code: 26254101 COA REVOLVING, OTHER EXPENSES Type: E
 Object code: 57072 PROGRAM FUNDING Status: A
 Project code: Budgetary: Y

Fund 262 SRF/CITY REVOLVING
 Budget 00
 Site 00
 Dept/Prog 5410 COUNCIL ON AGING
 Grade 00
 State Prog 0
 Div/Funct 0000
 Category 6 OTHER EXPENSES

Full description: PROGRAM FUNDING Short desc: PROG FUNDN
 Reference Acct: Auto-encumber? (Y/N) N

----- CURRENT YEAR MONTHLY AMOUNTS -----				
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	505.00	.00	637.00	103,713.77
02	616.25	.00	2,070.00	2,070.00
03	1,881.00	.00	2,272.00	2,272.00
04	897.00	.00	3,073.00	3,073.00
05	2,738.00	.00	5,092.00	5,092.00
06	2,476.00	.00	735.00	735.00
07	216.00	.00	4,631.00	4,631.00
08	235.50	.00	201.00	201.00
09	5,848.26	.00	6,637.00	6,637.00
10	2,718.00	.00	727.00	727.00
11	.00	.00	5,121.00	5,121.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	18,131.01	.00	31,196.00	134,272.77

----- CURRENT YEAR TOTAL AMOUNTS -----			
Actual (Memo)	18,131.01	Original Budget	103,076.77
Encumbrances	.00	Budget Tranfr In	32,387.00
Requisitions	.00	Budget Tranfr Out	-1,191.00
Total	18,131.01	Carry Fwd Budget	.00
Available Budget	116,141.76	Carry Fwd Bud Tfr	.00
Percent Used	13.50	Revised Budget	134,272.77
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPT/MANGR	.00
Actual-Last Yr	.00	SUPERINTND	.00
Estim-Actual	105,783.77	SCHOOLCOMM	.00
	.00	MAYOR	.00
		COUNCIL	103,076.77

CITY OF MARLBOROUGH



G/L ACCOUNT DETAIL

Org: 26254101 Object: 57072
PROGRAM FUNDING

YEAR	PER	JOURNAL	EFF DATE	SRC T	PO/REF2	REFERENCE	AMOUNT	P	CHECK NO	WARRANT	VDR NAME/ITEM	DESC	COMMENTS
2022	10	259	04/14/2022	API 1		W CE22061	200.00	Y	527786CE22061		FREDERICKA TANNER		
2022	10	259	04/14/2022	API 1		W CE22061	348.00	Y	527739CE22061		CARDEN, INC.		
2022	10	116	04/07/2022	API 1		W CE22059	2,170.00	Y	527405CE22059		CAITLIN BORSINI		
2022	09	818	03/31/2022	API 1		W CE22058	2,132.00	Y	527167CE22058		PAWTUCKET RED SOX		
2022	09	815	03/31/2022	API 1		W CE22058	176.00	Y	527191CE22058		CARDEN, INC.		
2022	09	590	03/24/2022	API 1		W CE22056	36.00	Y	526994CE22056		CARDEN, INC.		
2022	09	590	03/24/2022	API 1		W CE22056	216.00	Y	526994CE22056		CARDEN, INC.		
2022	09	590	03/24/2022	API 1		W CE22056	36.00	Y	526994CE22056		CARDEN, INC.		
2022	09	590	03/24/2022	API 1		W CE22056	72.00	Y	526994CE22056		CARDEN, INC.		
2022	09	590	03/24/2022	API 1		W CE22056	216.00	Y	526994CE22056		CARDEN, INC.		
2022	09	590	03/24/2022	API 1		W CE22056	1,955.00	Y	526994CE22056		CARDEN, INC.		
2022	09	590	03/24/2022	API 1		W CE22056	37.50	Y	526994CE22056		CARDEN, INC.		
2022	09	590	03/24/2022	API 1		W CE22056	300.00	Y	526994CE22056		CARDEN, INC.		
2022	09	590	03/24/2022	API 1		W CE22056	152.00	Y	526994CE22056		CARDEN, INC.		
2022	09	590	03/24/2022	API 1		W CE22056	21.98	Y	527044CE22056		AMAZON.COM SERVIC		
2022	09	419	03/17/2022	API 1		W CE22055	50.10	Y	526817CE22055		AMAZON.COM SERVIC		
2022	09	419	03/17/2022	API 1		W CE22055	133.85	Y	526817CE22055		AMAZON.COM SERVIC		
2022	09	245	03/10/2022	API 1		W CE22053	59.98	Y	526630CE22053		AMAZON.COM SERVIC		
2022	09	245	03/10/2022	API 1		W CE22053	44.35	Y	526630CE22053		AMAZON.COM SERVIC		
2022	09	244	03/10/2022	API 1		W CE22053	209.50	Y	526630CE22053		AMAZON.COM SERVIC		
2022	08	578	02/23/2022	API 1		W CE22050	147.50	Y	526257CE22050		ROBERT BENNETT		
2022	08	52	02/03/2022	API 1		W CE22046	88.00	Y	525472CE22046		CARDEN, INC.		
2022	07	749	01/27/2022	API 1		W CE22044	112.00	Y	525270CE22044		CARDEN, INC.		
2022	07	747	01/27/2022	API 1		W CE22044	104.00	Y	525270CE22044		CARDEN, INC.		
2022	06	620	12/30/2021	API 1		W CE22038	320.00	Y	524352CE22038		BEMIS FARMS NURSE		
2022	06	490	12/22/2021	API 1		W CE22037	140.00	Y	524216CE22037		CARDEN, INC.		
2022	06	490	12/22/2021	API 1		W CE22037	1,162.00	Y	524216CE22037		CARDEN, INC.		
2022	06	490	12/22/2021	API 1		W CE22037	84.00	Y	524216CE22037		CARDEN, INC.		
2022	06	226	12/09/2021	API 1		W CE22034	126.00	Y	523789CE22034		CARDEN, INC.		
2022	06	26	12/02/2021	API 1		W CE22032	204.00	Y	523617CE22032		PLIMOTH PATUXET M	QUILL MAK	
2022	06	26	12/02/2021	API 1		W CE22032	440.00	Y	523664CE22032		BEMIS FARMS NURSE		
2022	05	821	11/24/2021	API 1		W CE22031	90.00	Y	523516CE22031		CARDEN, INC.		
2022	05	821	11/24/2021	API 1		W CE22031	1,190.00	Y	523516CE22031		CARDEN, INC.		
2022	05	72	11/04/2021	API 1		W CE22026	1,088.00	Y	522595CE22026		CARDEN, INC.		
2022	05	72	11/04/2021	API 1		W CE22026	120.00	Y	522595CE22026		CARDEN, INC.		
2022	05	68	11/04/2021	API 1		W CE22026	250.00	Y	522599CE22026		L. PAUL GIARDINA	10/29/21-	
2022	04	683	10/28/2021	API 1		W CE22025	108.00	Y	522312CE22025		CARDEN, INC.		
2022	04	683	10/28/2021	API 1		W CE22025	175.00	Y	522312CE22025		CARDEN, INC.		
2022	04	421	10/21/2021	API 1		W CE22023	400.00	Y	522052CE22023		BEMIS FARMS NURSE		
2022	04	265	10/14/2021	API 1		W CE22022	126.00	Y	521940CE22022		CARDEN, INC.		
2022	04	265	10/14/2021	API 1		W CE22022	88.00	Y	521940CE22022		CARDEN, INC.		
2022	03	652	09/30/2021	API 1		W CE22019	925.00	Y	521597CE22019		JULIE G WICKS	SENIOR CE	
2022	03	649	09/30/2021	API 1		W CE22019	128.00	Y	521555CE22019		CARDEN, INC.		
2022	03	486	09/23/2021	API 1		W CE22017	408.00	Y	521419CE22017		CARDEN, INC.		
2022	03	294	09/16/2021	API 1		W CE22016	180.00	Y	521178CE22016		CARDEN, INC.		
2022	03	293	09/16/2021	API 1		W CE22016	120.00	Y	521178CE22016		CARDEN, INC.		
2022	03	44	09/02/2021	API 1		W CE22013	120.00	Y	520633CE22013		CARDEN, INC.		
2022	02	617	08/26/2021	API 1		W CE22011	520.25	Y	520515CE22011		CARDEN, INC.		
2022	02	484	08/19/2021	API 1		W CE22010	96.00	Y	520394CE22010		CARDEN, INC.		
2022	01	578	07/29/2021	API 1		W CE22005	280.00	Y	519898CE22005		BEMIS FARMS NURSE		
2022	01	385	07/22/2021	API 1		W CE22004	225.00	Y	519670CE22004		CARDEN, INC.		



CITY OF MARLBOROUGH

Office of the City Auditor

140 Main St.

Marlborough, MA 01752

May 11, 2022

MEMORANDUM

TO: Mayor Arthur G. Vigeant

FROM: Diane Smith, City Auditor

RE: Public Safety Training Revolving Account

The income and expenditures of the Public Safety Training Revolving account are as follows:

Beginning balance as of July 1, 2021	\$ 87,781.52
Funds received to date	116,869.80
Expenditures to date-	
Motorcycle Crash Recon Class	(1,590.00)
Police Executive Level Training	(2,959.00)
Hazardous Materials Training	(4,940.99)
Police Exam Solutions	(860.00)
MV Weight & Dimension Enforcement	(1,587.00)
Jurek Bros Firearms & Holsters	(50,198.00)
RAD Suits	(3,200.00)
Mass Police Accreditation Conference	(1,200.00)
Fire Chiefs Assoc Conference	(2,257.36)
Mass Fire District 1 Tuition	(440.00)
Fire Leadership Course	(845.01)
Police Supervisor Leadership Program	(1,300.00)
MetroWest Drug Task Force Dues	(11,163.90)
Motorola Scanners	(10,735.80)
Taser Cartridges & Magazines	(7,524.20)
Taser Training/Recertification	<u>(13,280.35)</u>
Subtotal	(114,081.61)
Encumbrances	(3,503.96)
Balance as of May 11, 2022	\$ <u>87,065.75</u>



City of Marlborough
Department of Public Works

135 NEIL STREET
 MARLBOROUGH, MASSACHUSETTS 01752
 TEL. 508-624-6910
 *TDD 508-460-3610

SEAN M. DIVOLL, P.E.
 COMMISSIONER

MEMORANDUM

Date: May 17, 2022

To: Mayor Vigeant

From: Sean M. Divoll, Commissioner of Public Works 

Re: Parks and Recreation Revolving Account: 26244401-52415

The Revenue and Expenditures for the Parks and Recreation Revolving Account are as follows:

Balance as of July 1, 2021	\$409,275.34
Purchase Order(s)	
Encumbrance Carry Forward	\$50,426.97
Corrections	(\$4,987.14)
Revenue received between July 1, 2021 And May 17, 2022	<u>\$362,935.38</u>
Subtotal	\$817,650.55
Expenses incurred between July 1, 2021 And May 17, 2022	\$70,775.08
Expenses from prior fiscal year POs	\$48,942.00
Encumbrance Outstanding	<u>\$10,090.95</u>
Available Balance	\$687,842.52

Of the \$350,000 spending authorization for FY22, the DPW has spent \$70,775.08 and has one encumbrance for \$10,090.95 for a total of \$80,866.03. Expenses totaling \$48,942.00 were paid from FY19 purchase orders.

Expenditures		
FY22		
Vendor	Amount	Comments
O'Brien & Sons	\$13,810.00	Park - EQUIPMENT
John Deere	\$12,190.62	Mower
Rusty's Tree Service	\$6,500.00	Tree removal
Arrow Fence Co	\$4,492.00	Backstop repair
Bentley Services	\$4,255.58	Concrete – Ward Park
Houde's LLC	\$3,080.00	Goats for Brush clearing
BMC Corp	\$3,355.00	Brush Mowing
BMC Corp	\$4,690.00	Mowing
Electrical Wholesalers	\$5,271.90	Jericho LED lights
Electrical Wholesalers	\$4,638.68	Jericho LED lights
Kitteredge	\$2,519.25	Refrigerator Concession Stand
Filter Sales & Service	\$5,972.05	material, 24x24x2 aerostar 750
Total	\$70,775.08	

Expenditures		
FY19 Purchase Orders		
Vendor	Amount	Comments
Arrow Fence	\$48,942.00	Futsal Court fencing at Steven's Park
Total	\$48,942.00	



City of Marlborough
Department of Public Works

135 NEIL STREET
 MARLBOROUGH, MASSACHUSETTS 01752
 TEL. 508-624-6910
 *TDD 508-460-3610

SEAN M. DIVOLL, P.E.
 COMMISSIONER

MEMORANDUM

Date: May 17, 2022
To: Mayor Vigeant
From: Sean M. Divoll, Commissioner of Public Works 
Re: Water Infrastructure Revolving Account: 26252601-53020

The Revenue and Expenditures for the Parks and Recreation Revolving Account are as follows:

Balance as of July 1, 2021	\$0
Purchase Order(s) Encumbrance Carry Forward	\$0
Revenue received between July 1, 2021 And May 17, 2022	<u>\$219,100.00</u>
Subtotal	\$219,100.00
Expenses incurred between July 1, 2021 And May 17, 2022	\$0
Expenses from prior fiscal year POs	\$0
Encumbrance Outstanding	<u>\$0</u>
Available Balance	\$219,100.00

Of the \$500,000 spending authorization for FY22, the DPW has spent \$0 and has not encumbered any money. This is a new revolving account approved by the Council to start in FY22.

Expenditures		
FY22		
Vendor	Amount	Comments
Total	\$ 0.00	



City of Marlborough
Office of the Mayor

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
Arthur G. Vigeant
MAYOR

2022 MAY 19 A 11:58
Patricia M. Bernard
EXECUTIVE AIDE

140 Main Street
Marlborough, Massachusetts 01752
508.460.3770 Fax 508.460.3698 TDD 508.460.3610
www.marlborough-ma.gov

Ryan P. Egan
EXECUTIVE SECRETARY

May 19, 2022

Council President Ossing
Marlborough City Council
140 Main Street
Marlborough, MA 01752

RE: Revised FY23 budget recommendation

Honorable President Ossing and Councilors,

On April 21, 2022, I submitted to the Council my recommendation for a proposed FY23 budget in the amount of \$181,260,899.00.

Based on discussions that took place at our recent budget hearings, I am submitting a revised FY23 budget total of \$181,309,899.00 that includes a Senior Clerk position in the Assessor's Office in the amount of \$49,000.00.

Acct #14410002-50770 Senior Clerk \$49,000.00

If you have any questions, please feel free to contact my office.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosure

		FY21 <u>ACTUAL</u>	FY21 <u>BUDGET</u>	FY22 <u>BUDGET</u>	FY23 <u>BUDGET</u>	INCREASE (DECREASE)	PERCENTAGE CHANGE
1410	ASSESSORS' DEPARTMENT						
11410001	50160 PRINCIPAL ASSESSOR	-	-	109,000.00	105,258.00	(3,742.00)	-3.43%
11410001	50171 SENIOR ASSESSOR	-	-	-	74,000.00		N/A
11410001	51107 BOARD OF ASSESSORS	5,250.00	6,000.00	6,000.00	6,000.00	-	0.00%
11410002	50520 PRINCIPAL CLERK	-	-	-	51,300.00		N/A
11410002	50550 HEAD CLERK	47,362.32	57,950.00	58,800.00	57,700.00	(1,100.00)	-1.87%
11410002	50770 SENIOR CLERK	47,056.88	44,130.00	47,060.00	49,000.00	1,940.00	4.12%
11410003	51430 LONGEVITY	1,456.73	2,530.00	450.00	-	(450.00)	-100.00%
11410003	51920 SICK LEAVE BUY BACK	<u>21,388.50</u>	<u>21,390.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>N/A</u>
	Assessor Salaries	<u>122,514.43</u>	<u>132,000.00</u>	<u>221,310.00</u>	<u>343,258.00</u>	121,948.00	55.10%
11410004	53180 PROF & TECH SERVICES	236,400.00	230,630.00	127,400.00	135,000.00	7,600.00	5.97%
11410004	57038 PERS PROP VALUATION SERVICES	29,250.00	58,250.00	35,250.00	35,700.00	450.00	1.28%
11410005	54220 OFFICE SUPPLY/EXPENSES	1,278.40	2,000.00	2,000.00	2,000.00	-	0.00%
11410006	53114 LEGAL/APPEAL/TAX CASE	<u>9,690.85</u>	<u>10,000.00</u>	<u>10,000.00</u>	<u>15,000.00</u>	5,000.00	50.00%
	Assessor Other	<u>276,619.25</u>	<u>300,880.00</u>	<u>174,650.00</u>	<u>187,700.00</u>	13,050.00	7.47%
TOTAL	ASSESSORS' DEPARTMENT	<u>399,133.68</u>	<u>432,880.00</u>	<u>395,960.00</u>	<u>530,958.00</u>	134,998.00	34.09%

<u>DEPT#</u>	<u>DEPARTMENT NAME</u>	FY21 <u>ACTUAL</u>	FY21 <u>BUDGET</u>	FY22 <u>BUDGET</u>	FY23 <u>BUDGET</u>	INCREASE <u>(DECREASE)</u>	PERCENTAGE <u>CHANGE</u>
	Assessor Salaries	122,514.43	132,000.00	221,310.00	343,258.00	121,948.00	55.10%
	Assessor Other	<u>276,619.25</u>	<u>300,880.00</u>	<u>174,650.00</u>	<u>187,700.00</u>	13,050.00	7.47%
1410	ASSESSORS' DEPARTMENT	<u><u>399,133.68</u></u>	<u><u>432,880.00</u></u>	<u><u>395,960.00</u></u>	<u><u>530,958.00</u></u>	134,998.00	34.09%



City of Marlborough Office of the Mayor

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
MAYOR
2022 MAY 19 A 11:58

Patricia M. Bernard
EXECUTIVE AIDE

140 Main Street
Marlborough, Massachusetts 01752
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Ryan P. Egan
EXECUTIVE SECRETARY

May 19, 2022

Council President Ossing
Marlborough City Council
140 Main Street
Marlborough, MA 01752

RE: Year end transfer requests

Honorable President Ossing and Councilors,

I am submitting the following year end transfer requests in the amount of \$1,735,807.00 for your approval for the following departments:

- \$ 28,652.00 from various accounts to fund various payroll accounts
- \$ 57,000.00 from various accounts to Legal Services
- \$ 5,700.00 from various accounts to Collector-Other Services
- \$ 28,000.00 from various accounts to IT (Telephone City & School) accounts
- \$1,523,205.00 from the Undesignated Fund to fund the Snow & Ice deficit for FY22
- \$ 28,250.00 from the Undesignated Fund (wireless antennae payments) to the Open Space Stabilization account
- \$ 65,000.00 from various accounts to Solid Waste Disposal and Natural Gas accounts

My staff and I will be available at a future finance committee meeting to answer any questions.

Thank you in advance for your cooperation.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures



CITY OF MARLBOROUGH

Office of the City Auditor

140 Main St.

Marlborough, MA 01752

May 12, 2022

Mayor Arthur G. Vigeant
City Hall
140 Main Street
Marlborough, MA 01752

RE: Year-End Transfer Request

Enclosed herewith is a transfer request to fund various payroll accounts. When mid-year review transfers were calculated, I did not take step increases and the filling of some positions into consideration. This transfer will fully fund the accounts through June 30th.

The Telephone accounts in the IT budget require additional funding. These accounts were new to the IT department for FY22 and it was apparent early on in the fiscal year that they were underfunded.

Other Services in the Collectors Office require additional funding due to additional services coming on board with Invoice Cloud and fees being increased with our outside vendor Kelley and Ryan. This account has been leveled funded for the last five years.

Legal Services in the Law Department requires additional funding due to necessary unbudgeted services associated with various matters.

Please contact me if you should have any further questions regarding this information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Diane Smith', written over a light blue horizontal line.

Diane Smith, CGA
City Auditor

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT: Various		FROM ACCOUNT:			FISCAL YEAR: 2022		TO ACCOUNT:			Available Balance
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance	
<u>\$135,298.63</u>	<u>\$101,352.00</u>	<u>15430006</u>	<u>57710</u>	<u>Veteran's Benefits</u>	<u>\$1,770.00</u>	<u>11330001</u>	<u>50015</u>	<u>Finance Director/Treas</u>	<u>\$15,647.95</u>	
	Reason:	<u>Number of veterans down from last year</u>			Reason:	<u>To fund through year end</u>				
<u>\$28,215.38</u>	<u>\$17,000.00</u>	<u>11510001</u>	<u>50172</u>	<u>Asst City Solicitor</u>	<u>\$550.00</u>	<u>11330002</u>	<u>50520</u>	<u>Principal Clerk</u>	<u>\$7,660.02</u>	
	Reason:	<u>Prior vacancy</u>			Reason:	<u>To fund through year end</u>				
<u>\$28,215.38</u>	<u>\$1,000.00</u>	<u>11510001</u>	<u>50175</u>	<u>Paralegal</u>	<u>\$580.00</u>	<u>11520001</u>	<u>50530</u>	<u>HR Director</u>	<u>\$14,858.96</u>	
	Reason:	<u>Prior vacancy</u>			Reason:	<u>To fund through year end</u>				
					<u>\$692.00</u>	<u>11920001</u>	<u>50690</u>	<u>Foreman</u>	<u>\$10,369.15</u>	
					Reason:	<u>To fund through year end</u>				
					<u>\$240.00</u>	<u>12100001</u>	<u>50140</u>	<u>Police Chief</u>	<u>\$29,443.74</u>	
					Reason:	<u>To fund through year end</u>				
					<u>\$370.00</u>	<u>14920001</u>	<u>50110</u>	<u>Recreation Director</u>	<u>\$13,160.68</u>	
					Reason:	<u>To fund through year end</u>				
					<u>\$145.00</u>	<u>15120001</u>	<u>50220</u>	<u>Sealer of Weights</u>	<u>\$2,149.93</u>	
					Reason:	<u>To fund through year end</u>				
					<u>\$480.00</u>	<u>15430001</u>	<u>50080</u>	<u>Veterans Director</u>	<u>\$10,071.60</u>	
					Reason:	<u>To fund through year end</u>				
					<u>\$17,000.00</u>	<u>61090001</u>	<u>50740</u>	<u>Equipment Operators</u>	<u>\$97,112.53</u>	
					Reason:	<u>To fund through year end</u>				
					<u>\$738.00</u>	<u>61090002</u>	<u>50520</u>	<u>Principal Clerk</u>	<u>\$7,466.95</u>	
					Reason:	<u>To fund through year end</u>				
					<u>\$710.00</u>	<u>14001002</u>	<u>50520</u>	<u>Principal Clerk</u>	<u>\$15,382.43</u>	
					Reason:	<u>To fund through year end</u>				

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT: Various
FROM ACCOUNT:

FISCAL YEAR: 2022

TO ACCOUNT:

<u>\$533.00</u>	<u>14001002</u>	<u>50550</u>	<u>Head Clerk</u>	<u>\$8,698.97</u>
Reason:	<u>To fund through year end</u>			
<u>\$1,465.00</u>	<u>14001303</u>	<u>50740</u>	<u>Equipment Operators</u>	<u>\$133,200.59</u>
Reason:	<u>To fund through year end</u>			
<u>\$217.00</u>	<u>60080001</u>	<u>50580</u>	<u>Asst Chemist</u>	<u>\$8,898.24</u>
Reason:	<u>To fund through year end</u>			
<u>\$2,755.00</u>	<u>11920001</u>	<u>50680</u>	<u>General Foreman</u>	<u>\$11,967.97</u>
Reason:	<u>To fund through year end</u>			
<u>\$124.00</u>	<u>11920001</u>	<u>50292</u>	<u>Bldg Maint Craftsman</u>	<u>\$26,197.46</u>
Reason:	<u>To fund through year end</u>			
<u>\$283.00</u>	<u>13032001</u>	<u>50690</u>	<u>Foreman</u>	<u>\$11,756.05</u>
Reason:	<u>To fund through year end</u>			
<u>\$14,000.00</u>	<u>11550006</u>	<u>53420</u>	<u>Telephone-City</u>	<u>\$0.00</u>
Reason:	<u>To fund through year end</u>			
<u>\$14,000.00</u>	<u>11550006</u>	<u>53421</u>	<u>Telephone-School</u>	<u>\$1,467.92</u>
Reason:	<u>To fund through year end</u>			
<u>\$5,700.00</u>	<u>11440004</u>	<u>53999</u>	<u>Other Services</u>	<u>\$448.11</u>
Reason:	<u>To fund through year end</u>			
<u>\$57,000.00</u>	<u>11510004</u>	<u>53110</u>	<u>Legal Services</u>	<u>\$10,309.11</u>
Reason:	<u>To fund through year end</u>			
<u>\$119,352.00</u>				<u>\$119,352.00</u>

\$119,352.00

Department Head signature: _____

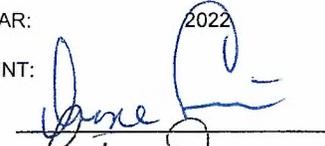
CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT: Various
FROM ACCOUNT:

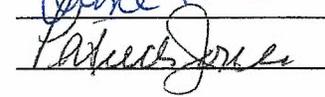
FISCAL YEAR: 2022

TO ACCOUNT:

Auditor signature:

A handwritten signature in blue ink, appearing to be "James", written over a horizontal line.

Finance Director signature:

A handwritten signature in blue ink, appearing to be "Patrick Jones", written over a horizontal line.

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT: Mayor

FISCAL YEAR: 2022

FROM ACCOUNT:

TO ACCOUNT:

Available
Balance

Amount

Org Code Object

Account Description:

Amount

Org Code Object

Account Description:

Available
Balance

\$11,233,713.00

\$28,250.00

10000 35900

Undesignated Fund

\$28,250.00

83600 32918

Stabilization-Open Space

\$519,077.10

Reason: To transfer annual wireless antennae payments received by the City in fiscal year 2021 to Open Space Stabilization

Reason:

Reason:

Reason:

Reason:

\$28,250.00

Total

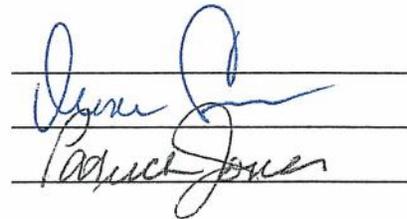
\$28,250.00

Total

Department Head signature:

Auditor signature:

Finance Director signature:



BUDGET REPORT

6/30/21

FOR 2021 13

	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
100 GENERAL FUND						
0000						
0000						
10093 43600 WIRELESS RECEIPTS	0	-40,000	-40,000	-28,250.00	-11,750.00	70.6%
TOTAL	0	-40,000	-40,000	-28,250.00	-11,750.00	70.6%
TOTAL	0	-40,000	-40,000	-28,250.00	-11,750.00	70.6%
TOTAL GENERAL FUND	0	-40,000	-40,000	-28,250.00	-11,750.00	70.6%
TOTAL REVENUES	0	-40,000	-40,000	-28,250.00	-11,750.00	
GRAND TOTAL	0	-40,000	-40,000	-28,250.00	-11,750.00	70.6%

** END OF REPORT - Generated by Diane Smith **

BUDGET REPORT
AS OF 5/16/22

FOR 2022 99

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
100 GENERAL FUND							
4000 DEPARTMENT OF PUBLIC WORKS							
0120 STREETS-SNOW & ICE							
14001203 51390 OVERTIME-SNOW &	125,000	0	125,000	445,203.39	.00	-320,203.39	356.2%
14001206 52960 SNOW REMOVAL	275,000	0	275,000	763,072.48	20,781.09	-508,853.57	285.0%
14001206 57040 OPERATING EXPENS	100,000	5,996	105,996	767,107.30	31,625.91	-692,737.21	753.6%
TOTAL STREETS-SNOW & ICE	500,000	5,996	505,996	1,975,383.17	52,407.00	-1,521,794.17	400.8%
TOTAL DEPARTMENT OF PUBLIC WORKS	500,000	5,996	505,996	1,975,383.17	52,407.00	-1,521,794.17	400.8%
TOTAL GENERAL FUND	500,000	5,996	505,996	1,975,383.17	52,407.00	-1,521,794.17	400.8%
TOTAL EXPENSES	500,000	5,996	505,996	1,975,383.17	52,407.00	-1,521,794.17	
GRAND TOTAL	500,000	5,996	505,996	1,975,383.17	52,407.00	-1,521,794.17	400.8%

** END OF REPORT - Generated by Diane Smith **



City of Marlborough
Department of Public Works

135 NEIL STREET
MARLBOROUGH, MASSACHUSETTS 01752
TEL. 508-624-6910
*TDD 508-460-3610

SEAN M. DIVOLL, P.E.
COMMISSIONER

MEMORANDUM

Date: May 17, 2022

To: Mayor Vigeant

From: Sean M. Divoll, Commissioner of Public Works

Re: Budget Transfer Requests

Attached herewith are budget transfer requests in the amount of \$65,000.00 from available funds to cover costs relative to:

1. Increased sludge volume in March & April
2. Natural Gas expense through the end of the FY22

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT: Department of Public Works/Public Facilities

FISCAL YEAR: 2022

FROM ACCOUNT:

TO ACCOUNT:

Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$44,303</u>	<u>\$7,500.00</u>	<u>60081006</u>	<u>55950</u>	<u>East Waste Water Treat Plant</u>	<u>\$15,000.00</u>	<u>60086006</u>	<u>52935</u>	<u>Solid Waste Disposal</u>	<u>\$7,335.00</u>
	Reason:	<u>Excess due to less chemicals purchased</u>				<u>Due to increased sludge volume in March & April</u>			
<u>\$29,542</u>	<u>\$7,500.00</u>	<u>60085006</u>	<u>55980</u>	<u>West Waste Water Treat Plant</u>					
	Reason:	<u>Excess due to less chemicals purchased</u>							
<u>\$40,016</u>	<u>\$24,000.00</u>	<u>14001504</u>	<u>53140</u>	<u>Contract Services</u>	<u>\$50,000.00</u>	<u>11920006</u>	<u>52200</u>	<u>Natural Gas</u>	<u>\$20,905.00</u>
	Reason:	<u>Excess due to use of Parks Maintenance Revolving</u>				<u>Cover natural gas expense thru end of Fiscal Year</u>			
<u>\$72,052</u>	<u>\$26,000.00</u>	<u>14001506</u>	<u>54640</u>	<u>Park Maintenance</u>					
	Reason:	<u>Excess due to use of Parks Maintenance Revolving</u>							
	<u>\$65,000.00</u>	Total			<u>\$65,000.00</u>	Total			

Department Head signature:

Auditor signature:

Comptroller signature:







City of Marlborough Office of the Mayor

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2022 MAY 19 A 11:50
Arthur G. Vigeant
Patricia M. Bernard
EXECUTIVE AIDE

140 Main Street
Marlborough, Massachusetts 01752
508.460.3770 Fax 508.460.3698 TDD 508.460.3610
www.marlborough-ma.gov

Ryan P. Egan
EXECUTIVE SECRETARY

May 19, 2022

Council President Ossing
Marlborough City Council
140 Main Street
Marlborough, MA 01752

RE: Transfer request for Library renovation overruns

Honorable President Ossing and Councilors,

Enclosed is for your review and approval is a transfer in the amount of \$1M from free cash to cover unanticipated overruns.

The Terra Cotta main entrance to the library (West Main Street) is constructed of large masonry units that are steel reinforced and tie back into the masonry front wall. During renovations it was discovered that many components of the steel reinforcement have severely rusted/rotted due to their age. The recommended repair is to remove the blocks in their entirety, repair the steel reinforcing in the blocks and brick wall and reinstall them including repair or replacement of blocks that are non-repairable. The anticipated cost to do these repairs is \$1M.

A decision needs to be made on whether we have them repaired or replaced with a cheaper version.

Thank you in advance for your consideration.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures

Total Project Budget

Marlborough Public Library TOTAL PROJECT BUDGET			Prepared by CHA	May 1, 2022	
Category	CONSTRUCTION BUDGET			Paid to Date	Balance to Remain
	MBLC Eligible Costs	Non-Eligible Costs	Current Budget		
Administration					
Legal Fees	\$5,000		\$5,000		\$5,000
Owner's Project Manager					
Schematic Design	\$35,000		\$35,000		\$0
Design Development	\$50,000		\$50,000	\$85,000	\$0
Construction Contract Documents	\$60,000		\$60,000	\$60,000	\$0
PreQualification & Bidding	\$50,000		\$50,000	\$49,000	\$0
Construction Contract Administration	\$451,000		\$451,000	\$79,727	\$371,273
On Site Representative	included		incl	\$193,000	
Closeout	\$25,000		\$25,000		\$25,000
Advertising, Printing, Copying & Bidding	\$12,000		\$12,000	\$0	\$12,000
Owner's Insurance (Builder's Risk)	\$73,689		\$73,689		\$73,689
Administration Subtotal	\$761,689		\$761,689	\$466,727	\$294,962
Architecture and Engineering					
Basic Services					
Schematic Design	\$217,982		\$217,982	\$217,982	\$0
Design Development	\$501,205		\$501,205	\$501,205	\$0
DD Redesign - Amendment 3	\$36,100		\$36,100	\$36,100	\$0
Construction Contract Documents	\$696,687		\$696,687	\$696,687	\$0
Bidding	\$95,242		\$95,242	\$95,242	\$0
Const. Contract Administration & Closeout	\$496,206		\$496,206	\$74,431	\$421,775
Hazmat Abatement Monitoring-Amendment 4	\$17,245		\$17,245		\$17,245
Hazardous Material Inspection Services-Amendment 5	\$1,815		\$1,815	\$1,815	\$0
Interior Design & Signage	\$100,000		\$100,000	\$5,000	\$95,000
LEED Consulting	included				
HAZMAT Testing/ Specs/CA	included				
Architect Reimbursables	\$15,000		\$15,000	\$11,909	\$3,091
Architectural/Engineering Subtotal	\$2,177,482	\$0	\$2,177,482	\$1,640,371	\$537,111
Furnishings and Equipment					
Steel Shelving & Metal End Panels	\$253,000		\$253,000		\$253,000
Mobile Shelving & Mobile Service Desks	\$57,500		\$57,500		\$57,500
Furniture		\$575,000	\$575,000		\$575,000
Window Treatments		in construction			
IT - Computers & peripherals		\$69,000	\$69,000		\$69,000
Phone System - handsets		\$28,750	\$28,750		\$28,750
Tel / Data System	\$57,500		\$57,500		\$57,500
AV Equipment (projectors, flatscreens, etc)		\$34,500	\$34,500		\$34,500
Appliances		\$8,000	\$8,000		\$8,000
Wayfinding and Decorative Signage		\$40,250	\$40,250		\$40,250
Security System for Collection		\$172,500	\$172,500		\$172,500
FF&E Subtotal	\$368,000	\$928,000	\$1,296,000	\$0	\$1,296,000
Construction Costs					
Hazardous Material Abatement					
Library (per UEC report)	included in Const				
49 Main Street & 28 Witherbee Street	\$5,333		\$5,333	\$5,333	\$0
25 & 29 Witherbee Street (assumed)	\$6,180		\$6,180		\$6,180
Demolition					
Library	included in Const				
49 Main Street & 28 Witherbee Street	\$79,727		\$79,727	\$79,727	\$0
25 & 29 Witherbee Street (assumed)	\$82,400		\$82,400		\$82,400
Witherbee Parking Lot	\$1,000,000		\$1,000,000		\$1,000,000
Building Construction	\$18,428,000		\$18,428,000	\$2,450,334	\$15,977,666
Change Orders 1-5			\$52,800	\$52,800	
Landscape & Paving (Division 32)		tbd			\$0
Burdens & Markups	tbd	tbd			\$0
Construction Cost Subtotal	\$19,601,640	\$0	\$19,654,440	\$2,588,194	\$17,066,246

Total Project Budget

Category	CONSTRUCTION BUDGET			Paid to Date	Balance to Remain
	MBLC Eligible Costs	Non-Eligible Costs	Current Budget		
Misc. Project Costs					
Survey	by city				
Commissioning Agent (HVAC)	\$36,000		\$36,000	\$10,280	\$25,720
Enhanced Commissioning	\$20,000		\$20,000		\$20,000
IT Consulting	\$34,500		\$34,500		\$34,500
Construction testing	\$86,250		\$86,250		\$86,250
Hazardous Materials Monitoring	\$28,750		\$28,750		\$28,750
Geotech/Borings	\$30,000		\$30,000	\$9,009	\$20,991
LEED Application Fees	\$7,000		\$7,000		\$7,000
Moving Expenses		\$115,000	\$115,000	\$67,477	\$47,523
Temporary Quarters		\$57,500	\$57,500		\$57,500
Municipal Bonding Costs		by City	\$0		
Utility Backcharges	\$40,250		\$40,250		\$40,250
Utility Company Rebates	-\$32,588		-\$32,588		-\$32,588
Miscellaneous	\$30,000	\$11,500	\$41,500	\$4,232	\$37,269
Misc. Project Costs Subtotal	\$280,162	\$184,000	\$464,162	\$90,997	\$373,165
Total Project Subtotal	\$23,188,973	\$1,112,000	\$24,353,773	\$4,786,289	\$19,567,484
Owner's Project Contingency (5%)	\$1,159,449	\$55,600	\$1,140,628		\$1,140,628
Total Project Budget	\$24,348,422	\$1,167,600	\$25,494,401	\$4,786,289	\$20,708,112

MBLC Submitted Budget	\$23,366,960	\$2,921,715	\$26,288,675	
City Council Approved	\$23,780,902			
Project Budget Total at Bid	\$24,348,422	\$1,167,600		
(Confirmed) MBLC Grant	\$10,186,626			
Library Foundation Contribution		\$1,167,600		
Pledges				\$1,014,024
City's Share of Total Project Cost	\$14,161,796	\$1,167,600	\$15,329,396	
Approved Share	\$13,594,276			

Patricia Bernard

From: Sean Divoll
Sent: Thursday, May 19, 2022 9:25 AM
To: Mayor; Patricia Bernard
Cc: Tom Gatzunis
Subject: Fwd: [--EXTERNAL--]: Terra Cotta ASAP

Please see below:

The Terra Cotta main entrance to the Library (West Main Street) is constructed of large masonry units that are steel reinforced and tie back into the masonry front wall. Many components of the steel reinforcement have severely rusted/rotted due to their age. The recommended repair is to remove the blocks in their entirety, repair the steel reinforcing in the blocks and brick wall and reinstall them including repair or replacement of blocks that are non-repairable. The anticipated cost to do these repairs is \$1,000,000.

The total contingency for the project at it's start was	\$1,159,449
Approved Change orders to date:	\$52,800
Pending Change orders (not approved yet)	\$419,248
Balance of unencumbered contingency	\$721,379

Thomas Gatzunis P.E., C.B.O.
Section Manager
CHA
Office: (617) 855-7371

tgatzunis@chacompanies.com
www.chacompanies.com/opm



City of Marlborough
Office of the Mayor

140 Main Street
Marlborough, Massachusetts 01752
508.460.3770 Fax 508.460.3698 TDD 508.460.3610
www.marlborough-ma.gov

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
MAYOR
2022 MAY 19 A 11:58
Patricia M. Bernard
EXECUTIVE AIDE

Ryan P. Egan
EXECUTIVE SECRETARY

May 19, 2022

Council President Ossing
Marlborough City Council
140 Main Street
Marlborough, MA 01752

RE: Water tank maintenance contract approval per M.G.L. c. 40 § 62, c.30B, § 12

Honorable President Ossing and Councilors,

M.G.L. c. 40, § 62 and c.30B, § 12 require City Council approval for the enclosed water tank maintenance contract and its extended term. Approval of the enclosed proposed order will allow me to authorize and execute a contract with a preferred vendor who came in \$500,000.00 lower than other bidders.

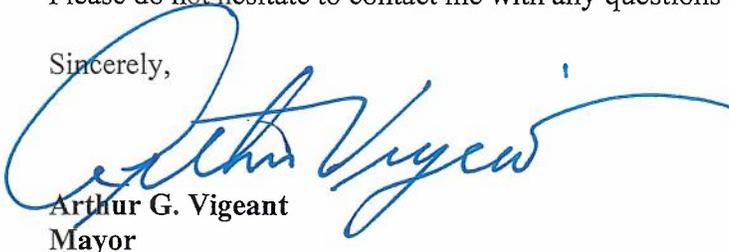
The maintenance contract is a critical component to begin the process of getting Sligo Hill up to standards by cleaning and lining the tank. The City is required by the Department of Environmental Protection to address deficiencies. The state also has mandated a report for its replacement or repair by June 30, 2022.

I've also submitted in a separate letter to an adjustment to the ARPA allocation to fully fund this project.

I ask that you consider this in a timely basis so we may take advantage of this competitive price.

Please do not hesitate to contact me with any questions or concerns.

Sincerely,


Arthur G. Vigeant
Mayor

Enclosures

ORDERED:

That the City Council of the City of Marlborough, pursuant to Massachusetts General Laws Chapter 40, Section 62 and Chapter 30B, Section 12, hereby authorizes the Mayor to execute a contract, in substantially the form attached hereto, with SUEZ Advanced Solutions/Utility Service Co., Inc. for a term in excess of three years for the inspection, maintenance, repair, modification and asset management of water storage facilities.

ADOPTED

In City Council
Order No. 22-
Adopted

Approved by Mayor
Arthur G. Vigeant
Date:

A TRUE COPY
ATTEST:

SCOPE OF WORK NO. 3
TO THE MASTER SERVICES AGREEMENT BETWEEN
UTILITY SERVICE CO., INC.
AND
CITY OF MARLBOROUGH, MA

CPPS MAINTENANCE - 2,000,000 GALLON RESERVOIR – SPOON HILL TANK

1. **Recitals.**

WHEREAS, the Owner and Company (collectively, "the Parties") desire for Company to provide services t

o Owner under the terms set forth herein and as set forth in that certain Master Services Agreement entered into by the Parties on _____ ("MSA");

WHEREAS, Massachusetts has adopted Sections 61-69 of Chapter 40 the General Laws, providing authority for municipalities to enter into contracts for the inspection, maintenance, repair or modification of water storage facilities to maintain adequate services to users and to ensure that the water storage facility is in compliance with federal, state and local laws; and

WHEREAS, pursuant to City of Marlborough Request for Proposals Contract No. WS 2022-01, proposals for the inspection, maintenance, repair, modification and asset management of water storage facilities (the "RFP") were filed with the Owner on or about April 7, 2022; and

WHEREAS, pursuant to Section 65 of General Laws Chapter 40, the Owner selected the Company's proposal as most advantageous to the Owner; and,

WHEREAS, the Parties having complied with all requirements of state and local procurement law, including General Laws Chapter 30B Section 6 and General Laws Chapter 40, Sections 61-69, therefore the parties agree to the terms of this Scope of Work No. 3 ("SOW3") as defined herein.

2. **Effective Date.** The Effective Date for this SOW3 shall be _____, 2022.

3. **Term.** The Owner agrees to engage the Company to provide the professional service needed to maintain its **2MG Spoon Hill Tank** located at **Miles Standish Drive, Marlborough, MA 01752** (hereinafter "asset"). This SOW3 shall commence on the Effective Date and shall continue in full force and effect for one year ("Contract Year 1"). This SOW3 will automatically renew for fourteen (14) successive one-year terms ("Contract Years") unless terminated as set forth in Section 9 of the Master Services Agreement. This Agreement may be renewed solely at the option of the Owner for a single five-year period upon notice by the Owner. The Owner shall give the Company written notice of its intent to exercise its extension option at any time prior to or after the Effective Date but no later than 180 days prior to the expiration of the Initial Term.

4. **Company's Responsibilities.** This SOW3 outlines the Company's responsibility for the

care and maintenance of the above-described water storage tank. Care and maintenance include the following and as detailed in **Appendix 1 – Scope of Work**:

- A. The Company shall perform an annual inspection of the Asset to assess its sanitary condition as well as the condition of the interior and exterior coatings. In addition, the Asset will be inspected to ensure that the structure is in watertight condition.
- B. The Company, in Contract Year 1 shall perform a Remotely Operated Vehicle (ROV) cleanout of the tank to remove any existing silt and debris from storage tank and evaluate interior condition. The tank will not be drained.
The Company, in Contract Years 5, 10 and 15, shall perform a chemical clean washout of the tank. The tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. The Company will apply an NSF 60 approved chemical cleaning agent to the interior walls and floor surfaces of the Asset to treat mineral build-up and bio-film that form on the interior Asset surfaces. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
- C. The Company, in Contract Years 5, 10 and 15, shall perform an exterior pressure wash of the tank.
- D. The Company, in Contract Years 3, 8 and 13, shall perform Remotely Operated Vehicle (ROV) inspections of the tank.
- E. The Company will clean and overcoat the exterior of the Asset in year 5. At the time the exterior requires recoating, the Company agrees to recoat the Asset with coatings of the same color and to select a coating system which best suits the site conditions, environment, and general location of the Asset. When recoating is needed, all products and procedures will be equal to, or exceed the requirements of the Assets location, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.
- F. If applicable to the Asset, and if requested by the Owner, the Company will mobilize a crew to paint over graffiti, but the Owner must allow the Company a reasonable amount of time to mobilize a crew.
- G. For storage independent tanks, a lock will be installed on the roof hatch of the Asset.
- H. The Company will furnish a certificate of insurance to the Owner evidencing the Company's insurance coverage.
- I. In the event that the Owner will not release the Asset for service or is the cause of unreasonable delay in the performance of any service herein, the Company reserves the right to renegotiate the annual fees, and the Owner agrees to renegotiate the annual fees in good faith. In addition, the Owner hereby agrees that the Company can replace a washout inspection with a visual inspection, ROV inspection, or UAV inspection without requiring modification of this Contract.
- J. **Mixing System Installation and Service.**
 - 1. The Company shall install an active mixing system in the Tank.
 - 2. The particular unit that will be installed in the Tank is a NSF Approved PAX 400 active mixing system along with its component parts.
 - 3. The Company will inspect and service the active mixing system when the

tank is drained for washout inspections. The active mixing system will be thoroughly inspected to ensure that the active mixing system is good working condition. The Company shall furnish engineering and inspection services needed to maintain and repair the active mixing system during the term of this Contract.

4. The Owner shall be responsible for draining the tank if determined necessary by the Company due to operational problems with the mixing system. The provisions of Section 1.C shall be followed in this circumstance.
5. **Annual Service Fees and Payment Terms.** The Owner shall make all scheduled payments within 30 days of the date it receives the Company invoice for the billing period. The Owner shall have a right to request reasonable supplemental information and Company records to substantiate the items invoiced for the billing period. The payments shall be in the amounts in accordance with Schedule A – Contractual Payment Schedule.

Annual Service Fee. The Annual Service Fee shall be comprised of three separate fee components, as described below. The Annual Service Fee payable during the Term of this SOW3 shall be in accordance with the provisions of this Section and Schedule A, Contractual Payment Schedule. The Annual Service Fee components shall include:

- a. **Annual Recurring Service Fee.** This portion of the Annual Service Fee shall include the fee for the annual inspection, rehabilitation, maintenance and ordinary repairs and replacement costs as described herein.
 - b. **Initial Capital Modification Fee.** This portion of the fee shall include the fee for the first interior/exterior coating and/or Initial Capital Modifications, including but not limited to improvements/repair or installation of systems and equipment. The Initial Capital Modification Fee is defined in Schedule A.
 - c. **Future Capital Modification Fee.** This portion of the fee shall include cost for Future Capital Modifications, including second exterior coating and/or future capital repair or installation of systems and equipment.
6. **Payment Terms.** The annual fee for Contract Year 1, plus all applicable taxes, shall be due and payable **upon completion of the repairs, exterior renovation and interior cleanout, per the scope of work. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year, thereafter.** Furthermore, if the Owner elects to terminate this Contract prior to remitting the first **five (5)** annual fees, then the **Cancellation Fee Schedule** attached hereto and marked as Schedule B shall be followed for what is due and payable by either party for each of the **five (5)** years.
 7. **Duty to Request an Appropriation.** The Owner intends for this SOW3 to continue until all payments contemplated have been satisfied. The parties acknowledge that appropriation for such payments is a function of the City Council of the Owner and that Owner cannot contractually commit the City Council of the Owner to approve an appropriation request and this SOW3 does not constitute such a commitment. Owner, however, reasonably believes that money in an amount sufficient to make all payments can be lawfully appropriated and made available to permit the SOW3 to continue until expiration of the term. The executive branch of the Owner shall take reasonable effort

required by the SOW3 and the Municipal Finance Law to request, support and facilitate an appropriation from the City Council, provided that Company is not in default of any obligation under the parties' Master Services Agreement and/or any Scope of Work entered into pursuant thereto. The Owner, upon learning that sufficient funds will not be available for it to continue its full and faithful performance under this SOW3, shall provide prompt written notice to Company of the Non-appropriation.

8. **Structure of Asset.** The Company is accepting this Asset under program based upon its existing structure and components. ***Any modifications to the Asset, including antenna installations, shall be approved by Utility Service Co., Inc., which shall not be unreasonably withheld or delayed in excess of twenty (20) days of a request for approval, prior to installation and may warrant an increase in the annual fee.***
9. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the Asset site which cause an increase in the cost of Asset maintenance will be just cause for modification of this SOW3. Said modification of this SOW3 will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The work performed under this Contract is subject to prevailing wages, and the workers who are performing work under this Contract are to be paid no less than the prevailing hourly rate of wages as set by the appropriate authority. Any future work performed by workers under this Contract will be subject to the wage determination of the appropriate authority which is in effect when the work is performed. However, the Owner and the Company hereby agree that if the prevailing wage rates for any job or trade classification increases by more than 5% per annum from the effective date of this Contract to the date in which any future work is to be performed under this Contract, then the Company reserves the right to re-negotiate the annual fee(s) with the Owner to reflect only the cost of said rate increase. If the Company and the Owner cannot agree on re-negotiated Annual Fees, then: (1) the Company will not be obligated to perform the work and (2) the Company will not be obligated to return past Annual Fee(s) received by the Company.

10. **Excluded Items.** This SOW3 does NOT include the cost for and/or liability on the part of the Company for: (1) containment or lead abatement of the Asset at any time; (2) disposal of any hazardous waste materials; (3) any services necessary for the Asset or Asset site that arise from or are caused by cold weather, physical conditions of the ground or Asset site (e.g., erosion), or physical conditions below the ground (e.g., sinkholes and settling of the ground); (4) repair of the Asset's structure for any reason; (5) negligent acts of Owner's employees, agents or contractors; (6) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (7) repairs to the foundation of the Asset; (8) any repairs or improvements necessary for the Asset or Asset site that arise from or are caused by voids in concrete; (9) environmental controls, including dehumidification and auxiliary heating, are not included; (10) performance or payment bonds; or (11) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the Asset or Asset site which results from unauthorized entry of any kind to the Asset site or Asset.
11. **Visual Inspection Disclaimer.** This SOW3 is based upon a visual inspection of the Asset. The Owner and the Company hereby acknowledge and agree that a visual inspection is

intended to assess the condition of the Asset for all patent defects. If latent defects are identified once the Asset has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Asset which is not easily discovered (e.g., corrosion of the floor plates, corrosion in areas not accessible to maintain, damage to the roof of the Asset which is not clearly visible during the visual inspection, etc.).

12. **Bond Requirements.** Within fifteen days after execution of this SOW3, Company and Owner shall mutually agree on the form of security required hereunder. Within fifteen days of mutual agreement regarding the form of security, said security shall be provided by the Company. If an annually renewable Statutory Performance Bond and/or an annually renewable Statutory Payment Bond is required, Company shall provide Owner with an annually renewable Statutory Performance Bond and/or an annually renewable Statutory Payment Bond, each in the amounts as defined in this Section 9. These bond provisions shall not apply where an alternative form of security permitted under Section 66 of General Laws Chapter 40 is agreed upon by the Parties to this Contract.

a. Labor and Materials Bond. The Company shall estimate the total cost of expenditures in labor and materials required to inspect, maintain, rehabilitate and repair the tank on a yearly basis and provide a payment bond, guarantee, parent guarantee or letter of credit or some other form of security, satisfactory to the Owner, for 50% of that value for the first year and at the beginning of each subsequent year of the Contract, including the Extension Term, if exercised.

b. Performance Bond. The Company will be required to furnish a performance bond, guarantee, parent guarantee or letter of credit or some other form of security, in a form and amount, (not to exceed 100 percent of annual maintenance portion of the Annual Service Fee), satisfactory to the Owner, at the beginning of the first year and each subsequent year of the Term.

c. Security for Advance Capital Payments. In accordance with Section 62 of General Laws Chapter 40, if any portion of the Annual Service Fee as defined in Schedule A includes payments for Future Capital Modifications, the Company must provide a bond, or form of guaranty approved by the Owner, equal to 100 percent of the accumulated amount of the prepayments.

13. **Insurance Requirements.** Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Company under the terms of this SOW3. The Company shall procure and maintain at their own expense any additional kinds and amounts of insurance that, in their own judgment, may be necessary for their proper protection in the prosecution of the work. The Company shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to Owner. Insurance policies shall be issued by a firm licensed in the Commonwealth of Massachusetts. Certificates of Insurance shall show the type, amount, class of operations covered, effective dates, and the dates of expiration of policies. In addition, the certificates shall name Owner as additional insured. The Company shall secure and maintain in effect for the Term and pay all premiums for the following insurance:

Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the CITY for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the CITY a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the CITY.

Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the CITY for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

Pollution Liability.

This insurance shall cover pollution liability in amounts of at least \$3,000,000.

Umbrella Liability.

Umbrella or Excess Liability policy in amounts of at least \$5,000,000 shall be provided.

Other Insurance Requirements

Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the City of Marlborough as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.

Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$1 Million per person, and \$1 Million per accident.

The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the City from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

All policies shall identify the CITY as an additional insured (except Workers' Compensation). The Contractor shall notify the City immediately upon the cancellation or

amendment to any policy. Renewal Certificates shall be filed with the City within ten (10) days after expiration of the required policies. Certificates evidencing all such coverage shall be provided to the CITY upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. Failure to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination. Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverages shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.

The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the CITY.

14. Mandatory Contract Provisions.

a. Annual Appropriation. This SOW3 shall be subject annually to approval of the Annual Service Fee amounts as a municipal appropriation in accordance with Section 63 (b) of General Laws Chapter 40 and any appropriations provision applicable to the Owner. Owner's performance and obligation to make payments under this SOW3 are contingent upon an annual appropriation of funds by its City Council in an amount sufficient to allow continuation of the Owner's performance in accordance with the provisions of this SOW3 for each and every Fiscal Year following the initial Fiscal Year in which the SOW3 is in effect.

b. Renewal. This SOW3 shall expire automatically upon the end of the Initial Term. The SOW3 may, however, be extended by the Owner for a single additional term not to exceed five years. The terms and conditions of the SOW3 for the Extension Period shall be identical to the terms and conditions of the original Contract. The Owner may, at any time prior to 90 days before the expiration of the agreement, notify the Company of its intent to renew SOW3.

c. Refund of Payments for Future Capital Modifications. Upon Termination of the SOW3 for any reason, the Company shall refund to the Owner any accumulated amounts pre-paid by the Owner to the Company for Future Capital Modifications. The refund shall be paid by the Company within 90 days of the effective date of termination.

d. Security for Pre-payment of Future Capital Modifications. If the Owner shall make annual payments as part of its Annual Service Fee toward the completion of Future Capital Modifications, the amount of the prepayment shall be based upon the estimated actual costs of the Future Capital Modifications and the Company shall provide a bond, letter of credit, guarantee or some other form of

security for its performance approved by the Owner that equals 100% of the accumulated prepayment amount.

e. Independent Engineer Report and Recommendation. The Certified Tank Inspector’s report that was required as a basis for the procurement and Scope of Work contained in the RFP shall be incorporated by reference into and made a part of this Contract. The report is contained herein as Schedule C.

f. Performance hereunder shall be in accordance with the provisions of the MSA and the RFP, which are incorporated herein by reference.

The SOW3 is executed and effective as of the date last signed by the parties below.

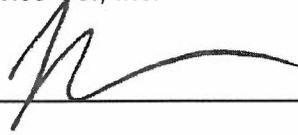
OWNER

COMPANY

City of Marlborough

Utility Service Co., Inc.

By: _____

By:  _____

Name: _____

Name: Jonathan Cato

Title: _____

Title: Chief Operating Officer

Date: _____

Date: May 17, 2022

Schedules and Appendices

Schedule A – Contractual Payment Schedule

Schedule B – Cancellation Fee Schedule

Schedule C – Inspection Report

Initial Upfront Specifications

ROV Cleanout & Inspection (Year 1)

- A date shall be coordinated by both parties for the Owner to provide access to the Asset.
- The interior floor, walls and ceiling of the Asset will be inspected using ROV equipment. Baffle walls may restrict access to entire tank interior limiting the amount of floor area that may be accessed and cleaned.
- The maximum cord length of the Robotic Operated Vehicle (ROV) equipment is 150' long. Depending on access points, not all areas of the Asset may be cleaned and recorded.
- ⊐ Perform ROV cleanout of Asset with allowance for up to 3" depth of soft sediment on the Asset floor.
- ⊐ Off-site disposal is not included in this proposal.
- Wash-water and sediment will be disposed of through on-site drainage within a 150' distance from the Asset. Drainage will not be screened or sediment removed using a sediment trap or other sedimentation controls. Owner shall be responsible for dechlorination of the discharge water, if required.
- Solids greater than 1" dia cannot be removed by ROV equipment. Any remaining solids within the Asset will not be removed. No vactor truck or any other removal equipment is included in this proposal to remove any solids that cannot be removed through normal flushing and rinsing of the Asset,
- Excludes any hard scale (calcium, lime etc. deposits) built-up within the Asset
- The Asset will be inspected to assess the sanitary, safety, structural, security, and coatings conditions, if present.
- ⊐ The ROV equipment will be disinfected in accordance with AWWA C652 prior to entry and after Asset inspection is completed,
- A comprehensive written report with color digital photographs will be submitted detailing the condition of the Asset. A representative of the Company will schedule a date with the Owner to present the report and findings.
- Additional sludge depth: For sludge depth greater than the above allowance, a price of \$3,103 per crew day until sludge is completely removed may be added to this contract by an authorized change order. If special or upgraded equipment is required to facilitate removal of access sludge, change order may include rental equipment fees plus a 25% margin.

Exterior Pressure Wash (Year 1)

- ⊐ A date shall be coordinated by both parties for the Owner to provide access to the Asset.
- Surface Preparation: Wet surfaces with a bleach solution. Allow the bleach solution to remain on the surface until dry. Pressure wash the complete exterior using a minimum of 3000 PSI, to remove all mildew, grease, oil, foreign, any loose deleterious material and other surface contaminants.

(Continued on Page 9)

Repairs (Year 1)

- Install PAX Mixing System.
- Replace notched safety climb systems on access ladder and interior ladder with flex cable safety climb devices.
- Install OSHA compliant aluminum safety rails on roof 5' on both sides of access ladder.

Exterior Renovation (Year 5)

- Surface Preparation: Power wash all specified concrete surfaces to remove all grease, oil, foreign or any loose deleterious material.
- Primer: Apply one (1) coat of Tnemec Series 151 Elasto-Grip at 0.7 to 1.5 mils DFT.
- Stripe Coat: Stripe all cracks and apply crack repair as necessary.
- Finish: Apply two (2) coats of Tnemec Series 156 Enviro-Crete at 4.0 to 6.0 mils DFT, per coat.

**Schedule A – Contractual Payment Schedule
Spoon Hill Water Storage Tank**

Year	Fiscal Year Ending June 30	Renovation Fee	Annual Recurring Service Fee	Future Capital Modification Fee	Total Annual Fee
1	2022-2023	\$ 115,216	\$ 18,412		\$ 133,628
2	2023-2024		\$ 18,412	\$ 893	\$ 19,305
3	2024-2025		\$ 18,412	\$ 4,667	\$ 23,079
4	2025-2026	\$ 63,547	\$ 18,412	\$ -	\$ 81,959
5	2026-2027	\$ 63,547	\$ 18,412	\$ -	\$ 81,959
6	2027-2028	\$ 63,547	\$ 18,412	\$ -	\$ 81,959
7	2028-2029		\$ 19,063	\$ -	\$ 19,063
8	2029-2030		\$ 19,738	\$ -	\$ 19,738
9	2030-2031		\$ 20,437	\$ -	\$ 20,437
10	2031-2032		\$ 21,160	\$ -	\$ 21,160
11	2032-2033		\$ 21,910	\$ -	\$ 21,910
12	2033-2034		\$ 22,685	\$ -	\$ 22,685
13	2034-2035		\$ 23,488	\$ -	\$ 23,488
14	2035-2036		\$ 24,320	\$ -	\$ 24,320
15	2036-2037		\$ 25,181	\$ -	\$ 25,181
	Grand Total	\$ 305,857	\$ 308,454	\$ 5,560	\$ 619,871

Schedule B - Cancellation Fee Schedule
Spoon Hill Water Storage Tank

	Year 1	Year 2	Year 3	Year 4	Year 5
Spoon Hill Tank	\$92,058	\$73,647	\$55,235	(\$26,724)	\$81,958

* The above Cancellation Fee Schedule contemplates all currently due and payable Annual Fees have already been paid, and the future renovation occurs in the year defined herein. A negative net cancellation fee indicates (indicated by the number being in parentheses) the balance due from Company to Owner upon cancellation, based on fees paid for future capital modification.

Schedule C – Inspection
Report (Attached
Hereto)

SCOPE OF WORK NO. 4
 TO THE MASTER SERVICES AGREEMENT BETWEEN
 UTILITY SERVICE CO., INC.
 AND
 CITY OF MARLBOROUGH, MA

**WATER TANK MAINTENANCE – 250,000 GALLON ELEVATED –
 SLIGO HILL ELEVATED TANK**

1. Recitals.

WHEREAS, the Owner and Company (collectively, “the Parties”) desire for Company to provide services to Owner under the terms set forth herein and as set forth in that certain Master Services Agreement entered into by the Parties on _____ (“MSA”);

WHEREAS, Massachusetts has adopted Sections 61-69 of Chapter 40 the General Laws, providing authority for municipalities to enter into contracts for the inspection, maintenance, repair or modification of water storage facilities to maintain adequate services to users and to ensure that the water storage facility is in compliance with federal, state and local laws; and

WHEREAS, pursuant to City of Marlborough Request for Proposals Contract No. WS 2022-01, proposals for the inspection, maintenance, repair, modification and asset management of water storage facilities (the “RFP”) were filed with the Owner on or about April 7, 2022; and

WHEREAS, pursuant to Section 65 of General Laws Chapter 40, the Owner selected the Company’s proposal as most advantageous to the Owner; and,

WHEREAS, the Parties having complied with all requirements of state and local procurement law, including General Laws Chapter 30B Section 6 and General Laws Chapter 40, Sections 61-69, therefore the parties agree to the terms of this Scope of Work No. 4 (“SOW4”) as defined herein.

2. Effective Date. The Effective Date for this SOW4 shall be _____, 20_____.

3. Term. The Owner agrees to engage the Company to provide the professional service needed to inspect its 250,000 gallon water storage tank located at 96 Arnold Street, Marlborough, Massachusetts 01752 (hereinafter “tank”). This SOW4 shall commence on the Effective Date and shall continue in full force and effect for one year (“Contract Year 1”). This SOW4 will automatically renew for fourteen (14) successive one-year terms (“Contract Years”) unless terminated as set forth in Section 9 of the Master Services Agreement. This Agreement may be renewed solely at the option of the Owner for a single five-year period upon notice by the Owner. The Owner shall give the Company written notice of its intent to exercise its extension option t any time prior to or after the Effective Date but no later than 180 days prior to the expiration of the Contract Years.

4. Company’s Responsibilities. This SOW4 outlines the Company’s responsibility for

the care and maintenance of the above described water storage tank. Care and maintenance include the following:

- A. The Company will annually inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
5. **Contract Price/Annual Fees.** The tank shall receive a **visual inspection** prior to the end of Contract Year 1. The annual fee for Contract Year 1 shall be **\$847.00**. The annual fee for Contract Year 2 shall be **\$796.00**. See attached Schedule A. Each anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this SOW4.
 6. **Payment Terms.** The annual fee for Contract Year 1, plus all applicable taxes, shall be due and payable upon completion of the initial visual inspection. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year, thereafter.
 7. **Duty to Request an Appropriation.** The Owner intends for this SOW4 to continue until all payments contemplated have been satisfied. The parties acknowledge that appropriation for such payments is a function of the City Council of the Owner and that Owner cannot contractually commit the City Council of the Owner to approve and appropriation request and this SOW4 does not constitute such a commitment. Owner, however, reasonably believes that money in an amount sufficient to make all payments can be lawfully appropriated and made available to permit the SOW4 to continue until expiration of the term. The executive branch of the Owner shall take reasonable effort required by the SOW4 and the Municipal Finance Law to request, support and facilitate an appropriation from the City Council, provided that Company is not in default of any obligation under the parties' Master Services Agreement and/or Scopes of Work entered into pursuant thereto. The Owner, upon learning that sufficient funds will not be available for it to continue its full and faithful performance under this SOW4, shall provide prompt written notice to Company of the Non-appropriation.
 8. **Structure of Tank.** The Company is accepting this tank under program based upon its existing structure and components. ***Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., which shall not be unreasonably withheld or delayed in excess of twenty (20) days of a request for approval, prior to installation and may warrant an increase in the annual fee.***
 9. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance may be just cause for modification of this SOW4. Said modification of this SOW4 will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The work performed under this Contract is subject to prevailing wages, and the workers who are performing work under this Contract are to be paid no less than the prevailing hourly rate of wages as set by the appropriate authority. Any future work performed by

workers under this Contract will be subject to the wage determination of the appropriate authority which is in effect when the work is performed. However, the Owner and the Company hereby agree that if the prevailing wage rates for any job or trade classification increases by more than 5% per annum from the effective date of this Contract to the date in which any future work is to be performed under this Contract, then the Company reserves the right to re-negotiate the annual fee(s) with the Owner to reflect only the cost of said rate increase. If the Company and the Owner cannot agree on re-negotiated annual fee(s), then: (1) the Company will not be obligated to perform the work and (2) the Company will not be obligated to return past annual fee(s) received by the Company.

10. **Excluded Items.** This SOW4 does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at any time during the term of the SOW4; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) any latent defects of the tank or its components (i.e., corrosion from the underside of the floor plates or corrosion in areas not accessible to maintain); or (10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank.
11. **Visual Inspection Disclaimer.** This SOW4 is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, corrosion in areas not accessible to maintain, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).
12. **Bond Requirements.** Within fifteen days after execution of this SOW4, Company and Owner shall mutually agree on the form of security required hereunder. Within fifteen days of mutual agreement regarding the form of security, said security shall be provided by the Company. If an annually renewable Statutory Performance Bond and/or an annually renewable Statutory Payment Bond is required, Company shall provide Owner with an annually renewable Statutory Performance Bond and/or an annually renewable Statutory Payment Bond, each in the amounts as defined in this Section 9. These bond provisions shall not apply where an alternative form of security permitted under Section 66 of General Laws Chapter 40 is agreed upon by the Parties to this Contract.
 - a. **Labor and Materials Bond.** The Company shall estimate the total cost of expenditures in labor and materials required to inspect, maintain, rehabilitate and repair the tank on a yearly basis and provide a payment bond, guarantee, parent guarantee or letter of credit or some other form of security, satisfactory to the Owner, for 50% of that value for the first year and at the beginning of each

subsequent year of the Contract, including the Extension Term, if exercised.

b. Performance Bond. The Company will be required to furnish a performance bond, guarantee, parent guarantee or letter of credit or some other form of security, in a form and amount, (not to exceed 100 percent of annual maintenance portion of the Annual Service Fee), satisfactory to the Owner, at the beginning of the first year and each subsequent year of the Term.

13. **Insurance Requirements.** Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Company under the terms of this SOW4. The Company shall procure and maintain at their own expense any additional kinds and amounts of insurance that, in their own judgment, may be necessary for their proper protection in the prosecution of the work. The Company shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to Owner. Insurance policies shall be issued by a firm licensed in the Commonwealth of Massachusetts. Certificates of Insurance shall show the type, amount, class of operations covered, effective dates, and the dates of expiration of policies. In addition, the certificates shall name Owner as additional insured. The Company shall secure and maintain in effect for the Term and pay all premiums for the following insurance:

Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the CITY for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the CITY a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the CITY.

Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the CITY for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

Pollution Liability.

This insurance shall cover pollution liability in amounts of at least \$3,000,000.

Umbrella Liability.

Umbrella or Excess Liability policy in amounts of at least \$5,000,000 shall be provided.

Other Insurance Requirements

Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the City of Marlborough as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.

Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$1 Million per person, and \$1 Million per accident.

The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the City from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

All policies shall identify the CITY as an additional insured (except Workers' Compensation). The Contractor shall notify the City immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the City within ten (10) days after expiration of the required policies. Certificates evidencing all such coverage shall be provided to the CITY upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. Failure to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination. Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverages shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.

The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the CITY.

14. Mandatory Contract Provisions.

- a. Annual Appropriation.** This SOW4 shall be subject annually to approval of the Annual Service Fee amounts as a municipal appropriation in accordance with Section 63 (b) of General Laws Chapter 40 and any appropriations provision

applicable to the Owner. Owner's performance and obligation to make payments under this SOW4 are contingent upon an annual appropriation of funds by its City Council in an amount sufficient to allow continuation of the Owner's performance in accordance with the provisions of this SOW4 for each and every fiscal year following the initial Fiscal Year in which the SOW 4 is in effect.

b. Renewal. This SOW4 shall expire automatically upon the end of the Initial Term. The SOW4 may, however, be extended by the Owner for a single additional term not to exceed five years. The terms and conditions of the SOW4 for the Extension Period shall be identical to the terms and conditions of the original Contract. The Owner may, at any time prior to 90 days before the expiration of the agreement, notify the Company of its intent to renew SOW4.

c. Independent Engineer Report and Recommendation. The Certified Tank Inspector's report that was required as a basis for the procurement and Scope of Work contained in the RFP shall be incorporated by reference into and made a part of this Contract. The report is contained herein as Schedule B.

d. Performance hereunder shall be in accordance with the provisions of the MSA and the RFP, which are incorporated herein by reference.

The SOW4 is executed and effective as of the date last signed by the parties below.

OWNER

COMPANY

City of Marlborough

Utility Service Co., Inc.

By: _____

By: 

Name: _____

Name: Jonathan Cato

Title: _____

Title: Chief Operating Officer

Date: _____

Date: May 17, 2022

Schedules and Appendices

Schedule A – Contractual Payment Schedule

Schedule B – Inspection Report

Schedule A – Contractual Payment Schedule
Sligo Elevated Water Storage Tank

Year	Fiscal Year Ending June 30	Renovation Fee	Annual Recurring Service Fee	Future Capital Modification Fee	Total Annual Fee
1	2022-2023		\$ 847		\$ 847
2	2023-2024		\$ 796		\$ 796
3	2024-2025		\$ 825		\$ 825
4	2025-2026		\$ 854		\$ 854
5	2026-2027		\$ 884		\$ 884
6	2027-2028		\$ 915		\$ 915
7	2028-2029		\$ 948		\$ 948
8	2029-2030		\$ 981		\$ 981
9	2030-2031		\$ 1,016		\$ 1,016
10	2031-2032		\$ 1,052		\$ 1,052
11	2032-2033		\$ 1,089		\$ 1,089
12	2033-2034		\$ 1,128		\$ 1,128
13	2034-2035		\$ 1,168		\$ 1,168
14	2035-2036		\$ 1,209		\$ 1,209
15	2036-2037		\$ 1,252		\$ 1,252
	Grand Total	\$ -	\$ 14,964	\$ -	\$ 14,964

Schedule B – Inspection Report (Attached Hereto in RFP Document)

MASTER SERVICES
AGREEMENT
Terms and Conditions

This MASTER SERVICES AGREEMENT ("Agreement") is entered into by and between CITY OF MARLBOROUGH, with a principal business address of City Hall, 140 Main Street, Marlborough, Massachusetts 01752 ("Owner" or "City"), and UTILITY SERVICE CO., INC., a Georgia corporation with a principal business address of 535 General Courtney Hodges Boulevard, P O Box 1350, Perry, GA 31069 ("Company") (collectively, the "Parties").

WHEREAS, the Owner and Company (collectively, "the Parties") desire for Company to provide services to Owner under the terms set forth herein; and

WHEREAS, Massachusetts has adopted Sections 61-69 of Chapter 40 of the General Laws, providing authority for municipalities to enter into contracts for the inspection, maintenance, repair or modification of water storage facilities to maintain adequate services to users and to ensure that the water storage facilities are in compliance with federal, state and local laws; and

WHEREAS, pursuant to City of Marlborough Request for Proposals Contract No. WS 2022-01, proposals for the inspection, maintenance, repair, modification and asset management of water storage facilities (the "RFP") were filed with the City on or about April 7, 2022; and

WHEREAS, the Parties having complied with all requirements of state and local procurement law, including General Laws Chapter 30B Section 6 and General Laws Chapter 40, Sections 61-69;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Scope. The Company agrees to provide the Owner with certain services set forth on the four (4) properly executed Scope of Work ("SOW") to be attached hereto ("Services"). These Scopes of Work are: 1) Scope of Work No. 1, Fairmount Hill Tank ("SOW1"); 2) Scope of Work No. 2, Sligo Hill Tank ("SOW2"); 3) Scope of Work No. 3, Spoon Hill Tank ("SOW3"); and 4) Scope of Work No. 4, Sligo Hill Elevated Tank ("SOW4") (collectively, "SOW1-SOW4"). SOW1-SOW4 shall be subject to the general terms and conditions set forth in this Agreement (the "Terms and Conditions"). Unless otherwise indicated in SOW1-SOW4, Company shall be responsible for furnishing all labor and materials to perform the Services. SOW1-SOW4 each represents a separate contract between Company and Owner that incorporates the Terms and Conditions and is governed by this Agreement. All changes to any of SOW1-SOW4 may only be made by a written amendment to such SOW and signed by an authorized representative of each Party. Owner may terminate a SOW in accordance with the terms of each SOW. The Parties expressly agree that SOW1-SOW4, and the RFP, are incorporated herein to this Agreement by reference (the "Terms and Conditions"). This Agreement, each SOW comprising SOW1-SOW4, and the RFP are intended to be read and construed together harmoniously. In the event there is a conflict between any term of an SOW and this Agreement, the term(s) of the SOW shall control. In the event there is a conflict between any term of the RFP and any term of an SOW or this Agreement, the term(s) of the RFP shall control.

2. **Term.** The effective date of this Agreement shall be _____, 20__ (“Effective Date”). The term of this Agreement shall commence on the Effective Date. and shall continue in full force and effect for one year (“Term”). This Agreement will automatically renew for successive one-year terms (“Renewal Terms”), unless terminated as set forth in Section 9 of this Agreement. The terms of SOW1-SOW4 shall begin on the commencement date provided in that SOW and continue in effect for the agreed term provided in that SOW.

3. **Fees.** For all Services performed, Owner shall pay Company in accordance with the terms of each SOW. The fees paid in accordance with each SOW shall constitute the full and complete compensation to Company for the Services performed pursuant to the SOW. Unless otherwise expressly set forth in any given SOW, Company shall be responsible for expenses it incurs in connection with its provision of the Services. Additionally, funding for each SOW is subject to appropriation in accordance with Paragraph 9 below.

4. **Independent Contractor.** Company is, and shall at all times remain, an independent contractor. Company and each of Company’s employees and principals shall not be deemed for any purpose to be Owner’s employees, and they shall not be entitled to any claims, rights, benefits and privileges to which an employee of Owner or any of its respective affiliates may be entitled under any retirement, pension, insurance, medical or other plans which may now be in effect or which may hereafter be adopted. Owner is not responsible to any governing body or to Company for paying or withholding payroll taxes and other employee expenses related to payments made to Company. Notwithstanding anything to the contrary, this Agreement does not, and shall not be deemed to, constitute a partnership or joint venture between the Parties and neither Party nor any of their respective directors, officers, officials, or employees shall, by virtue of the performance of their obligations under this Agreement, be deemed to be an agent or employee of the other. No Party has the authority to bind another Party except to the extent approved in writing by the Party to be bound.

5. **Insurance.**

Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker’s Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the CITY for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the CITY a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the CITY.

Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate

termination thereof, and Contractor shall indemnify the CITY for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

Other Insurance Requirements

- i. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the City of Marlborough as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- ii. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$1 Million per person, and \$1 Million per accident.
- iii. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the City from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- iv. All policies shall identify the CITY as an additional insured (except Workers' Compensation). The Contractor shall notify the City immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the City within ten (10) days after expiration of the required policies. Certificates evidencing all such coverage shall be provided to the CITY upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. Failure to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination. Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverages shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- v. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the CITY.

6. Representations. Company represents and warrants that Company has the full power and authority to enter into and perform this Agreement; that the execution, delivery and performance of this Agreement has been duly authorized and constitutes a valid and binding agreement of Company; and that the execution, delivery and performance of this Agreement will not result in the breach of, or constitute a default under, or violate any provision of, any agreement or other instrument to which Company is a party to a non-competition agreement or bound by any competitive restrictive covenant concerning or relating to, in any manner, the performance by Company of services similar to the Services to be performed hereunder.

7. Indemnification

With respect to professional services rendered by the Contractor, to the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner to the extent caused by the negligence of, or breach of any provision of this Agreement, or any of the provisions contained within or incorporated into SOW1-SOW4, by, the Contractor, a person employed by the Contractor, or any of its Subcontractors.

With respect to non-professional services rendered by the Contractor, to the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner arising out of or resulting from the performance of its services provided that such claims, damages, liabilities, injuries, costs, fees, expenses, or losses are attributable to bodily injury or death or injury to or destruction of tangible property and to the extent caused by an act or omission of the Contractor, a person employed by the Contractor, or any of its Subcontractors.

8. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its financial institutions as collateral for any loans or lines of credit.

9. Termination. This Agreement or any of SOW1-SOW4 may be terminated by either Party if written notice of termination is received by the non-terminating Party at least ninety (90) days before the commencement of the upcoming Renewal Term. If the notice of termination is not received at least ninety (90) days before the commencement of the upcoming Renewal Term, this Agreement shall renew for the upcoming Renewal Term of one-year, and then terminate at the expiration of that Renewal Term. In the event of termination by Owner, Owner shall pay Company any amounts due or owing pursuant to all SOWs for products and/or services delivered by Company prior to the date of termination, unless otherwise agreed by the Parties in SOW(s). In any event, the term of this Agreement shall not exceed the term of the longest duration of any of the SOW1-SOW4. Company's obligations under paragraph 7 herein shall survive termination.

10. Intellectual Property. The Owner acknowledges that all intellectual property rights in the Services, their method of delivery, and all related know-how are owned by the

Company or its licensors. The Owner hereby agrees and acknowledges that this Agreement and its SOWs shall not be construed as a license for the Owner to use, deliver, or exploit the intellectual property used by the Company in delivering the Services. To the extent that any new intellectual property or know-how is developed as a result of carrying out the Services, the new intellectual property rights will all be owned by the Company or its licensors, and the Owner agrees that it will not make a claim to any such new intellectual property rights.

11. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE DIRECTORS, OFFICERS, OFFICIALS, AND EMPLOYEES BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWSOEVER CAUSED OR ARISING UNDER THIS AGREEMENT. The foregoing provision limiting the liability of the Parties' directors, officers, officials, and employees shall be deemed to be trust provisions for the benefit of such directors, officers, officials, and employees and shall be enforceable by such persons as trust beneficiaries. Such provisions shall not be construed as imposing any liability on such directors, officers, officials, and employees where it does not otherwise exist in law.

12. Rules of Construction. In construing this Agreement and SOW1-SOW4, the following principles shall be followed: (a) no meaning may be inferred from any presumption that one Party had a greater or lesser hand in drafting this Agreement; (b) examples do not limit, expressly or by implication, the matter they illustrate; (c) the plural shall be deemed to include the singular and vice versa, as applicable; and (d) the headings are for convenience only and do not affect the meaning or construction of any such provision. The Parties specifically acknowledge and agree: (a) that they have a duty to read all of the documents constituting this Agreement, including SOW1-SOW4, and that they are charged with notice and knowledge of the terms in this Agreement, including SOW1-SOW4; and (b) that it has in fact read this Agreement, including SOW1-SOW4, and is fully informed and has full notice and knowledge of the terms, conditions and effects of this Agreement, including SOW1-SOW4. **Each Party further agrees that it will not contest the validity or enforceability of any provision of this Agreement on the basis that it had no notice or knowledge of such provision or that such provision is not conspicuous.**

13. Dispute Resolution. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement and SOW1-SOW4.

14. Duty to Request an Appropriation. The Owner intends for this Agreement and SOW1-SOW4 to continue until all payments contemplated in accordance with this Agreement and SOW1-SOW4 have been satisfied. The parties acknowledge that appropriation for such payments is a function of the City Council of the Owner and that Owner cannot contractually commit the City Council of the Owner to approve an appropriation request and that this Agreement and SOW1-SOW4 do not constitute such a commitment. Owner, however, reasonably believes that money in an amount sufficient to make all payments can be lawfully appropriated and made available to permit SOW1-SOW4 to continue until expiration of the term. The executive branch of the Owner shall take every reasonable effort required by SOW1-SOW4 and the Municipal Finance Law to request, support and facilitate an appropriation from the City Council, provided that Company is not in default of any obligation under the Parties' Master Services Agreement and/or Scope of Work entered into pursuant thereto. The Owner, upon learning that sufficient funds will not be available for it to continue its full and faithful performance under SOW1-SOW4, shall provide prompt written notice to Company of the Non-appropriation.

15. Miscellaneous.

a. **Notices.** All notices hereunder shall be in writing and shall be sent by certified mail, return receipt requested, or by overnight courier service, to the address set forth below each Party's signature, or to such other addresses as may be stipulated in writing by the Parties pursuant hereto. Unless otherwise provided, notice shall be effective on the date it is officially recorded as delivered by return receipt or equivalent.

b. **Entire Agreement; Amendment.** This Agreement, including the RFP incorporated by reference, and each properly executed SOW (SOW1-SOW4) supersedes all prior agreements, arrangements, and undertakings between the Parties and constitutes the entire agreement between the Parties relating to the subject matter thereof. This Agreement may not be amended except by written instrument executed by both Parties. In the event of a conflict between the terms of any given SOW and this Agreement, the terms of the SOW shall prevail. In the event there is a conflict between any term of the RFP and any term of an SOW or this Agreement, the term(s) of the RFP shall control. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of this Agreement.

c. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other Party; such consent will not be unreasonably withheld. Any attempt to assign this Agreement without the prior written consent of the other Party shall be null and void. A change in control of a Party shall not be deemed an assignment of this Agreement.

d. **Force Majeure.** If either party is prevented from performing any of its duties or obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason or act of God or force majeure such as fire; war; earthquake; strike; lock-out; labor dispute; flood; public disaster; pandemic or epidemic event (to include but not limited to COVID-19); interruptions or delays in reasonably available means of transportation; acts of any government or its agencies or officers, or any order, regulation, or ruling thereof; equipment or technical malfunctions or failures; power failures or interruptions; or any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such conditions exist.

e. **Survival of Certain Provisions.** Notwithstanding the termination or expiration of this Agreement, the provisions of Sections 6, 10, and 11 shall survive and continue and bind the parties and their legal representatives, successors and permitted assigns.

f. **No Waiver.** The waiver of any breach or failure of a term or condition of this Agreement by any party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other breach or failure of a term or condition of this Agreement.

g. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. The Parties may utilize electronic means (including facsimile and e-mail) to execute and transmit the Agreement and all such electronically executed and/or transmitted copies of the Agreement shall be deemed as valid as originals.

h. **Applicable Law.** This Agreement and its terms shall be governed by the

law of the Commonwealth of Massachusetts and the parties agree that these documents shall constitute a Massachusetts contract.

i. **No Waiver of Provisions.** None of the terms and conditions contained in this section, or similar terms and conditions with the same purpose contained in any other article of this Agreement or any SOW, may be waived, even if by mutual agreement of the parties.

SIGNATURE PAGE TO
FOLLOW.

WHEREFORE, for the purpose of being bound, the Parties execute this Agreement by their duly authorized representatives as of the date(s) set forth below.

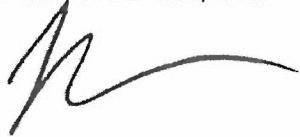
OWNER

COMPANY

CITY OF MARLBOROUGH

UTILITY SERVICE CO., INC.

By: _____

By: 

Name: _____

Name: Jonathan Cato

Title: _____

Title: Chief Operating Officer

Date: _____

Date: May 17, 2022

Notice Address for Each Party:

Utility Service Co., Inc.

Attn: _____

Attn: Customer Service Department

535 General Courtney Hodges Blvd

P O Box 1350

Perry, Georgia 31069

SCOPE OF WORK NO. 1
TO THE MASTER SERVICES AGREEMENT BETWEEN
UTILITY SERVICE CO., INC.
AND
CITY OF MARLBOROUGH, MA

**WATER TANK MAINTENANCE – 2,000,000 GALLON STANDPIPE –
FAIRMOUNT HILL TANK**

1. **Recitals.**

WHEREAS, the Owner and Company (collectively, “the Parties”) desire for Company to provide services to Owner under the terms set forth herein and as set forth in that certain Master Services Agreement entered into by the Parties on _____ (“MSA”); and

WHEREAS, Massachusetts has adopted Sections 61-69 of Chapter 40 the General Laws, providing authority for municipalities to enter into contracts for the inspection, maintenance, repair or modification of water storage facilities to maintain adequate services to users and to ensure that the water storage facility is in compliance with federal, state and local laws; and

WHEREAS, pursuant to City of Marlborough Request for Proposals Contract No. WS 2022-01, proposals for the inspection, maintenance, repair, modification and asset management of water storage facilities (the “RFP”) were filed with the Owner on or about April 7, 2022; and

WHEREAS, pursuant to Section 65 of General Laws Chapter 40, the Owner selected the Company’s proposal as most advantageous to the Owner; and,

WHEREAS, the Parties having complied with all requirements of state and local procurement law, including General Laws Chapter 30B Section 6 and General Laws Chapter 40, Sections 61-69, therefore the parties agree to the terms of this Scope of Work No. 1 (“SOW1”) as defined herein.

2. **Effective Date.** The Effective Date for this SOW1 shall be _____, 20__.
3. **Term.** The Owner agrees to engage the Company to provide the professional service needed to maintain its 2,000,000 gallon water storage tank located at 145 Onamog Street, Marlborough, Massachusetts 01752 (hereinafter “tank”). This SOW1 shall commence on the Effective Date and shall continue in full force and effect for one year (“Contract Year 1”). This SOW1 will automatically renew for fourteen (14) successive one-year terms (“Contract Years”) unless terminated as set forth in Section 9 of the Master Services Agreement. This Agreement may be renewed solely at the option of the Owner for a single five-year period upon notice by the Owner. The Owner shall give the Company written

notice of its intent to exercise its extension option at any time prior to or after the Effective Date but no later than 180 days prior to the expiration of the Contract Years.

4. **Company's Responsibilities.** This SOW1 outlines the Company's responsibility for the care and maintenance of the above-described water storage tank. Care and maintenance include the following:
- A. The Company will annually inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
 - B. Every five years, beginning with the first washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
 - C. The Company shall furnish engineering and inspection services needed to maintain and repair the tank and tower during the term of this SOW1. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.
 - D. Following the initial exterior renovation in Contract Year 8, the Company will clean and repaint the exterior of the tank at such time as complete repainting is needed. The need for exterior painting following Contract Year 8 is to be determined by the appearance and protective condition of the existing paint. At the time the exterior requires repainting, the Company agrees to paint the tank with the same color paint and to select a coating system which best suits the site conditions, environment, and general location of the tank. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the **Commonwealth of Massachusetts**, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.
 - E. A lock will be installed on the roof hatch of the tank.
 - F. The Company will provide emergency services, when needed, to perform all repairs covered under this SOW1. Reasonable travel time must be allowed for the repair unit to reach the tank site.
 - G. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.
 - H. The Company will furnish current certificates of insurance coverage to the Owner.
 - I. In the event that the Owner will not release the tank for service or is the cause of unreasonable delay in the performance of any service herein, the Company reserves the right to renegotiate the annual fees, and the Owner agrees to renegotiate the annual fees in good faith. In addition, the Owner hereby agrees that the Company can replace a washout inspection with a visual inspection, ROV inspection, or UAV inspection without requiring modification of this Contract.
5. **Contract Price/Annual Fees.** The tank shall receive minor **repairs** prior to the end of Contract **Year 1**. The tank shall receive a **chemical clean washout, interior touch up and exterior pressure wash** prior to the end of Contract **Year 2**. The tank shall receive an **exterior renovation** prior to the end of Contract **Year 8**. The tank shall receive an **exterior pressure wash** prior to the end of Contract **Year 13**.

Annual Service Fees and Payment Terms. The Owner shall make all scheduled payments within 30 days of the date it receives the Company invoice for the billing period. The Owner shall have a right to request reasonable supplemental information and Company records to substantiate the items invoiced for the billing period. The payments shall be in the amounts in accordance with Schedule A – Contractual Payment Schedule.

Annual Service Fee. The Annual Service Fee shall be comprised of three separate fee components, as described below. The Annual Service Fee payable during the Term of this SOW1 shall be in accordance with the provisions of this Section and Schedule A, Contractual Payment Schedule. The Annual Service Fee components shall include:

- a. **Annual Recurring Service Fee.** This portion of the Annual Service Fee shall include the fee for the annual inspection, rehabilitation, maintenance and ordinary repairs and replacement costs as described herein.
 - b. **Initial Capital Modification Fee.** This portion of the fee shall include the fee for the first interior/exterior coating and/or Initial Capital Modifications, including but not limited to improvements/repair or installation of systems and equipment. The Initial Capital Modification Fee is defined in Schedule A.
 - c. **Future Capital Modification Fee.** This portion of the fee shall include cost for Future Capital Modifications, including second exterior coating and/or future capital repair or installation of systems and equipment.
6. **Payment Terms.** The annual fee for Contract **Year 1**, plus all applicable taxes, shall be due and payable **upon completion of the initial repairs. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year, thereafter.** Furthermore, if the Owner elects to terminate this Contract prior to remitting the first **eight (8)** annual fees, then the **Cancellation Fee Schedule** attached hereto and marked as Schedule B shall be followed for what is due and payable by either party for each of the **eight (8)** years.
7. **Duty to Request an Appropriation.** The Owner intends for this SOW1 to continue until all payments contemplated have been satisfied. The parties acknowledge that appropriation for such payments is a function of the City Council of the Owner and that Owner cannot contractually commit the City Council of the Owner to approve an appropriation request and this SOW1 does not constitute such a commitment. Owner, however, reasonably believes that money in an amount sufficient to make all payments can be lawfully appropriated and made available to permit the SOW1 to continue until expiration of the term. The executive branch of the Owner shall take reasonable effort required by the SOW1 and the Municipal Finance Law to request, support and facilitate an appropriation from the City Council, provided that Company is not in default of any obligation under the parties' Master Services Agreement and/or any Scope of Work entered into pursuant thereto. The Owner, upon learning that sufficient funds will not be available for it to continue its full and faithful performance under this SOW1, shall provide prompt written notice to Company of the Non-appropriation.
8. **Structure of Tank.** The Company is accepting this tank under program based upon its

existing structure and components. ***Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., which shall not be unreasonably withheld or delayed in excess of twenty (20) days of a request for approval, prior to installation and may warrant an increase in the annual fee.***

9. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance may be just cause for modification of this SOW1. Said modification of this SOW1 will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

All antenna and antenna equipment shall be removed from the tank by others prior to the renovations.

The work performed under this Contract is subject to prevailing wages, and the workers who are performing work under this Contract are to be paid no less than the prevailing hourly rate of wages as set by the appropriate authority. Any future work performed by workers under this Contract will be subject to the wage determination of the appropriate authority which is in effect when the work is performed. However, the Owner and the Company hereby agree that if the prevailing wage rates for any job or trade classification increases by more than 5% per annum from the effective date of this Contract to the date in which any future work is to be performed under this Contract, then the Company reserves the right to re-negotiate the annual fee(s) with the Owner to reflect only the cost of said rate increase. If the Company and the Owner cannot agree on re-negotiated annual fee(s), then: (1) the Company will not be obligated to perform the work and (2) the Company will not be obligated to return past annual fee(s) received by the Company.

10. **Excluded Items.** This SOW1 does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at any time during the term of the SOW1; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) any latent defects of the tank or its components (i.e., corrosion from the underside of the floor plates or corrosion in areas not accessible to maintain); or (10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank.

11. **Visual Inspection Disclaimer.** This SOW1 is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner

and the Company renegotiate the annual fees. The definition of a

“latent defect” shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, corrosion in areas not accessible to maintain, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

12. **Bond Requirements.** Within fifteen days after execution of this SOW1, Company and Owner shall mutually agree on the form of security required hereunder. Within fifteen days of mutual agreement regarding the form of security, said security shall be provided by the Company. If an annually renewable Statutory Performance Bond and/or an annually renewable Statutory Payment Bond is required, Company shall provide Owner with an annually renewable Statutory Performance Bond and/or an annually renewable Statutory Payment Bond, each in the amounts as defined in this Section 9. These bond provisions shall not apply where an alternative form of security permitted under Section 66 of General Laws Chapter 40 is agreed upon by the Parties to this Contract.

a. Labor and Materials Bond. The Company shall estimate the total cost of expenditures in labor and materials required to inspect, maintain, rehabilitate and repair the tank on a yearly basis and provide a payment bond, guarantee, parent guarantee or letter of credit or some other form of security, satisfactory to the Owner, for 50% of that value for the first year and at the beginning of each subsequent year of the Contract, including the Extension Term, if exercised.

b. Performance Bond. The Company will be required to furnish a performance bond, guarantee, parent guarantee or letter of credit or some other form of security, in a form and amount, (not to exceed 100 percent of annual maintenance portion of the Annual Service Fee), satisfactory to the Owner, at the beginning of the first year and each subsequent year of the Term.

c. Security for Advance Capital Payments. In accordance with Section 62 of General Laws Chapter 40, if any portion of the Annual Service Fee as defined in Schedule A includes payments for Future Capital Modifications, the Company must provide a bond, or form of guaranty approved by the Owner, equal to 100 percent of the accumulated amount of the prepayments.

13. **Insurance Requirements.** Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Company under the terms of this SOW1. The Company shall procure and maintain at their own expense any additional kinds and amounts of insurance that, in their own judgment, may be necessary for their proper protection in the prosecution of the work. The Company shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to Owner. Insurance policies shall be issued by a firm licensed in the Commonwealth of Massachusetts. Certificates of Insurance shall show the type, amount, class of operations covered, effective dates, and the dates of expiration of policies. In addition, the certificates shall name Owner as additional insured. The Company shall secure and maintain in effect for the Term and pay all premiums for the following insurance:

Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the CITY for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the CITY a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the CITY.

Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the CITY for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

Pollution Liability.

This insurance shall cover pollution liability in amounts of at least \$3,000,000.

Umbrella Liability.

Umbrella or Excess Liability policy in amounts of at least \$5,000,000 shall be provided.

Other Insurance Requirements

Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the City of Marlborough as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.

Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$1 Million per person, and \$1 Million per accident.

The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the City from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

All policies shall identify the CITY as an additional insured (except Workers' Compensation). The Contractor shall notify the City immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the City within ten (10) days after expiration of the required policies. Certificates evidencing all such coverage shall be provided to the CITY upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. Failure to continue in force such

insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination. Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverages shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.

The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the CITY.

14. Mandatory Contract Provisions

a. Annual Appropriation. This SOW1 shall be subject annually to approval of the Annual Service Fee amounts as a municipal appropriation in accordance with Section 63 (b) of General Laws Chapter 40 and any appropriations provision applicable to the Owner. Owner's performance and obligation to make payments under this SOW1 are contingent upon an annual appropriation of funds by its City Council in an amount sufficient to allow continuation of the Owner's performance in accordance with the provisions of this SOW1 for each and every Fiscal Year following the initial Fiscal Year in which the SOW1 is in effect.

b. Renewal. This SOW1 shall expire automatically upon the end of the Initial Term. The SOW1 may, however, be extended by the Owner for a single additional term not to exceed five years. The terms and conditions of the SOW1 for the Extension Period shall be identical to the terms and conditions of the original Contract. The Owner may, at any time prior to 90 days before the expiration of the Agreement, notify the Company of its intent to renew SOW1.

c. Refund of Payments for Future Capital Modifications. Upon Termination of the SOW1 for any reason, the Company shall refund to the Owner any accumulated amounts pre-paid by the Owner to the Company for Future Capital Modifications. The refund shall be paid by the Company within 90 days of the effective date of termination.

d. Security for Pre-payment of Future Capital Modifications. If the Owner shall make annual payments as part of its Annual Service Fee toward the

completion of Future Capital Modifications, the amount of the prepayment shall be based upon the estimated actual costs of the Future Capital Modifications and the Company shall provide a bond, letter of credit, guarantee or some other form of security for its performance approved by the Owner that equals 100% of the accumulated prepayment amount.

e. Independent Engineer Report and Recommendation. The Certified Tank Inspector's report that was required as a basis for the procurement and Scope of Work contained in the RFP shall be incorporated by reference into and made a part of this Contract. The report is contained herein as Schedule C.

f. Performance hereunder shall be in accordance with the provisions of the MSA and the RFP, which are incorporated herein by reference.

The SOW1 is executed and effective as of the date last signed by the parties below.

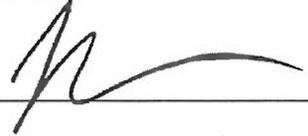
OWNER

COMPANY

City of Marlborough

Utility Service Co., Inc.

By: _____

By: _____ 

Name: _____

Name: Jonathan Cato

Title: _____

Title: Chief Operating Officer

Date: _____

Date: May 17, 2022

Schedules and Appendices

Schedule A – Contractual Payment Schedule

Schedule B – Cancellation Fee Schedule

Schedule C – Inspection Report

Initial Upfront Specifications

Year 1 - Repairs

1. Install safety railing
2. Remove ladder cage
3. Install overflow duck bill valve

Year 2 - Exterior

1. All exterior surfaces will be pressure washed with a minimum of 4,000 P.S.I. washer to remove any surface contamination.

Year 2 – Interior

1. Chemical clean washout
2. Spot touch up

Year 8 - Exterior

1. All exterior surfaces must be pressure washed with a minimum of 4,000 P.S.I. washer to remove any surface contamination.
2. All rusted areas must be Hand/Power tool cleaned per SSPC-SP2, SP3 cleaning methods.
3. All rusted or bare areas must be spot primed with a rust inhibitive metal primer.
4. One (1) full intermediate coat of a Tnemec compatible Series coating shall be applied to the complete exterior surfaces (100%) at the manufacturer's recommended thickness.
5. One (1) full finish coat of a Tnemec compatible Series coating shall be applied to the complete exterior surfaces (100%) at the manufacturer's recommended thickness.
6. Retrace Logo

**Schedule A – Contractual Payment Schedule
Fairmont Hill Water Storage Tank**

Year	Fiscal Year Ending June 30	Renovation Fee	Annual Recurring Service Fee	Future Capital Modification Fee	Total Annual Fee
1	2022-2023	\$ 77,382	\$ 8,108.5	\$ 22,685	\$ 108,175
2	2023-2024		\$ 8,108.8	\$ -	\$ 8,108
3	2024-2025		\$ 8,108.8	\$ -	\$ 8,108
4	2025-2026		\$ 8,108.8	\$ -	\$ 8,108
5	2026-2027		\$ 8,108.8	\$ -	\$ 8,108
6	2027-2028		\$ 8,108.8	\$ -	\$ 8,108
7	2028-2029	\$ 103,750	\$ 8,108.8	\$ -	\$ 111,858
8	2029-2030	\$ 103,750	\$ 8,108.8	\$ -	\$ 111,858
9	2030-2031	\$ 103,750	\$ 8,108.8	\$ -	\$ 111,858
10	2031-2032		\$ 8,395.5	\$ -	\$ 8,395
11	2032-2033		\$ 9,692.2	\$ -	\$ 9,692
12	2033-2034		\$ 9,000	\$ -	\$ 9,000
13	2034-2035		\$ 9,318.8	\$ -	\$ 9,318
14	2035-2036		\$ 9,648.8	\$ -	\$ 9,648
15	2036-2037		\$ 9,990	\$ -	\$ 9,990
	Grand Total	\$ 388,632	\$ 129,015	\$ 22,685	\$ 540,332

Schedule B - Cancellation Fee Schedule
Fairmont Hill Water Storage Tank

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Fairmount Hill Tank	(\$12,519)	\$56,755	\$48,647	\$40,539	\$32,431	\$24,323	(\$87,534)	\$111,858

* The above Cancellation Fee Schedule contemplates all currently due and payable Annual Fees have already been paid, and the future renovation occurs in the year defined herein. A negative net cancellation fee indicates (indicated by the number being in parentheses) the balance due from Company to Owner upon cancellation, based on fees paid for future capital modification.

Schedule C – Inspection
Report (Attached Hereto in RFP
Document)

SCOPE OF WORK NO. 2
 TO THE MASTER SERVICES AGREEMENT BETWEEN
 UTILITY SERVICE CO., INC.
 AND
 CITY OF MARLBOROUGH, MA

WATER TANK MAINTENANCE – 2,000,000 GALLON STANDPIPE – SLIGO HILL TANK

1. Recitals.

WHEREAS, the Owner and Company (collectively, “the Parties”) desire for Company to provide services to Owner under the terms set forth herein and as set forth in that certain Master Services Agreement entered into by the Parties on _____ (“MSA”); and

WHEREAS, Massachusetts has adopted Sections 61-69 of Chapter 40 the General Laws, providing authority for municipalities to enter into contracts for the inspection, maintenance, repair or modification of water storage facilities to maintain adequate services to users and to ensure that the water storage facility is in compliance with federal, state and local laws; and

WHEREAS, pursuant to City of Marlborough Request for Proposals Contract No. WS 2022-01, proposals for the inspection, maintenance, repair, modification and asset management of water storage facilities (the “RFP”) were filed with the Owner on or about April 7, 2022; and

WHEREAS, pursuant to Section 65 of General Laws Chapter 40, the Owner selected the Company’s proposal as most advantageous to the Owner; and,

WHEREAS, the Parties having complied with all requirements of state and local procurement law, including General Laws Chapter 30B Section 6 and General Laws Chapter 40, Sections 61-69, therefore the parties agree to the terms of this Scope of Work No. 2 (“SOW2”) as defined herein.

- 2. Effective Date.** The Effective Date for this SOW2 shall be _____, 20__.
- 3. Term.** The Owner agrees to engage the Company to provide the professional service needed to maintain its 2,000,000 gallon water storage tank located at 99 Arnold Street, Marlborough, Massachusetts 01752 (hereinafter “tank”). This SOW2 shall commence on the Effective Date and shall continue in full force and effect for one year (“Contract Year 1”). This SOW2 will automatically renew for fourteen (14) successive one-year terms (“Contract Years”) unless terminated as set forth in Section 9 of the Master Services Agreement. This Agreement may be renewed solely at the option of the Owner for a single five-year period upon notice by the Owner. The Owner shall give the Company written notice of its intent to exercise its extension option at any time prior to or after the Effective Date but no later than 180 days prior to the expiration of the Contract Years.
- 4. Company’s Responsibilities.** This SOW2 outlines the Company’s responsibility for the care

and maintenance of the above-described water storage tank. Care and maintenance include the following:

- A. The Company will annually inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
- B. Every Five years, beginning with the first washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
- C. The Company shall furnish engineering and inspection services needed to maintain and repair the tank and tower during the term of this SOW2. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.
- D. Following the initial exterior renovation in Contract Year 1, the Company will clean and repaint the exterior of the tank at such time as complete repainting is needed. The need for exterior painting following Contract Year 1 is to be determined by the appearance and protective condition of the existing paint. At the time the exterior requires repainting, the Company agrees to paint the tank with the same color paint and to select a coating system which best suits the site conditions, environment, and general location of the tank. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the **Commonwealth of Massachusetts**, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.
- E. A lock will be installed on the roof hatch of the tank.
- F. The Company will provide emergency services, when needed, to perform all repairs covered under this SOW2. Reasonable travel time must be allowed for the repair unit to reach the tank site.
- G. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.
- H. The Company will furnish current certificates of insurance coverage to the Owner.
- I. In the event that the Owner will not release the tank for service or is the cause of unreasonable delay in the performance of any service herein, the Company reserves the right to renegotiate the annual fees, and the Owner agrees to renegotiate the annual fees in good faith. In addition, the Owner hereby agrees that the Company can replace a washout inspection with a visual inspection, ROV inspection, or UAV inspection without requiring modification of this Contract.
- J. **Mixing System Installation and Service.**
 - 1. The Company shall install an active mixing system in the Tank.
 - 2. The particular unit that will be installed in the Tank is a NSF Approved PAX 400 active mixing system along with its component parts.
 - 3. The Company will inspect and service the active mixing system when the tank is drained for washout inspections. The active mixing system will be thoroughly inspected to ensure that the active mixing system is good working condition. The Company shall furnish engineering and inspection services needed to maintain and repair the active mixing system during the term of this Contract.
 - 4. The Owner shall be responsible for draining the tank if determined necessary by the Company due to operational problems with the

5. **Contract Price/Annual Fees.** The tank shall receive an **exterior renovation, interior renovation, repairs and mixing system installation** prior to the end of Contract Year 1. The tank shall receive an exterior pressure wash prior to the end of Contract Years 4 and 14.

Annual Service Fees and Payment Terms. The Owner shall make all scheduled payments within 30 days of the date it receives the Company invoice for the billing period. The Owner shall have a right to request reasonable supplemental information and Company records to substantiate the items invoiced for the billing period. The payments shall be in the amounts in accordance with Schedule A – Contractual Payment Schedule.

Annual Service Fee. The Annual Service Fee shall be comprised of three separate fee components, as described below. The Annual Service Fee payable during the Term of this SOW2 shall be in accordance with the provisions of this Section and Schedule A, Contractual Payment Schedule. The Annual Service Fee components shall include:

- a. **Annual Recurring Service Fee.** This portion of the Annual Service Fee shall include the fee for the annual inspection, rehabilitation, maintenance and ordinary repairs and replacement costs as described herein.
 - b. **Initial Capital Modification Fee.** This portion of the fee shall include the fee for the first interior/exterior coating and/or Initial Capital Modifications, including but not limited to improvements/repair or installation of systems and equipment. The Initial Capital Modification Fee is defined in Schedule A.
 - c. **Future Capital Modification Fee.** This portion of the fee shall include cost for Future Capital Modifications, including second exterior coating and/or future capital repair or installation of systems and equipment.
6. **Payment Terms.** The annual fee for Contract Year 1, plus all applicable taxes, shall be due and payable upon completion of the initial exterior renovation, interior renovation, repairs and mixing system installation. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year, thereafter. Furthermore, if the Owner elects to terminate this Contract prior to remitting the first nine (9) annual fees, then the Cancellation Fee Schedule hereto and marked as Schedule B shall be followed for what is due and payable by either party for each of the nine (9) years.
7. **Duty to Request an Appropriation.** The Owner intends for this SOW2 to continue until all payments contemplated have been satisfied. The parties acknowledge that appropriation for such payments is a function of the City Council of the Owner and that Owner cannot contractually commit the City Council of the Owner to approve and appropriation request and this SOW2 does not constitute such a commitment. Owner, however, reasonably believes that money in an amount sufficient to make all payments can be lawfully appropriated and made available to permit the SOW2 to continue until expiration of the term. The executive branch of the Owner shall take reasonable effort required by the SOW2 and the Municipal Finance Law to request, support and facilitate an appropriation from the City Council, provided that Company is not in default of any obligation under the parties' Master Services Agreement and/or any Scope of Work entered into pursuant thereto. The Owner, upon learning that sufficient funds will not be available for it to continue its full and faithful performance under this SOW2, shall provide prompt written notice to Company of the Non-appropriation.

8. **Structure of Tank.** The Company is accepting this tank under program based upon its existing structure and components. Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., which shall not be unreasonably withheld or delayed in excess of twenty (20) days of a request for approval, prior to installation and may warrant an increase in the annual fee.
9. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance may be just cause for modification of this SOW2. Said modification of this SOW2 will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

All antenna and antenna equipment shall be removed from the tank by others prior to the renovations.

The work performed under this Contract is subject to prevailing wages, and the workers who are performing work under this Contract are to be paid no less than the prevailing hourly rate of wages as set by the appropriate authority. Any future work performed by workers under this Contract will be subject to the wage determination of the appropriate authority which is in effect when the work is performed. However, the Owner and the Company hereby agree that if the prevailing wage rates for any job or trade classification increases by more than 5% per annum from the effective date of this Contract to the date in which any future work is to be performed under this Contract, then the Company reserves the right to re-negotiate the annual fee(s) with the Owner to reflect only the cost of said rate increase. If the Company and the Owner cannot agree on re-negotiated annual fee(s), then: (1) the Company will not be obligated to perform the work and (2) the Company will not be obligated to return past annual fee(s) received by the Company.

10. **Excluded Items.** This SOW2 does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at any time during the term of the SOW2, except for the initial renovation; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) any latent defects of the tank or its components (i.e., corrosion from the underside of the floor plates or corrosion in areas not accessible to maintain); or (10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank.
11. **Visual Inspection Disclaimer.** This SOW2 is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, corrosion in areas not accessible to maintain, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

12. **Bond Requirements.** Within fifteen days after execution of this SOW2, Company and Owner shall mutually agree on the form of security required hereunder. Within fifteen days of mutual agreement regarding the form of security, said security shall be provided by the Company. If an annually renewable Statutory Performance Bond and/or an annually renewable Statutory Payment Bond is required, Company shall provide Owner with an annually renewable Statutory Performance Bond and/or an annually renewable Statutory Payment Bond, each in the amounts as defined in this Section 9. These bond provisions shall not apply where an alternative form of security permitted under Section 66 of General Laws Chapter 40 is agreed upon by the Parties to this Contract.
- A. **Labor and Materials Bond.** The Company shall estimate the total cost of expenditures in labor and materials required to inspect, maintain, rehabilitate and repair the tank on a yearly basis and provide a payment bond, guarantee, parent guarantee or letter of credit or some other form of security, satisfactory to the Owner, for 50% of that value for the first year and at the beginning of each subsequent year of the Contract, including the Extension Term, if exercised.
 - B. **Performance Bond.** The Company will be required to furnish a performance bond, guarantee, parent guarantee or letter of credit or some other form of security, in a form and amount, (not to exceed 100 percent of annual maintenance portion of the Annual Service Fee), satisfactory to the Owner, at the beginning of the first year and each subsequent year of the Term.
 - C. **Security for Advance Capital Payments.** In accordance with Section 62 of General Laws Chapter 40, if any portion of the Annual Service Fee as defined in Schedule A includes payments for Future Capital Modifications, the Company must provide a bond, or form of guaranty approved by the Owner, equal to 100 percent of the accumulated amount of the prepayments.
13. **Insurance Requirements.** Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Company under the terms of this SOW1. The Company shall procure and maintain at their own expense any additional kinds and amounts of insurance that, in their own judgment, may be necessary for their proper protection in the prosecution of the work. The Company shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to Owner. Insurance policies shall be issued by a firm licensed in the Commonwealth of Massachusetts. Certificates of Insurance shall show the type, amount, class of operations covered, effective dates, and the dates of expiration of policies. In addition, the certificates shall name Owner as additional insured. The Company shall secure and maintain in effect for the Term and pay all premiums for the following insurance:

Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the CITY for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the CITY a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the CITY.

Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the CITY for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

Pollution Liability.

This insurance shall cover pollution liability in amounts of at least \$3,000,000.

Umbrella Liability.

Umbrella or Excess Liability policy in amounts of at least \$5,000,000 shall be provided.

Other Insurance Requirements

Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the City of Marlborough as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.

Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$1 Million per person, and \$1 Million per accident.

The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the City from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

All policies shall identify the CITY as an additional insured (except Workers' Compensation). The Contractor shall notify the City immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the City within ten (10) days after expiration of the required policies. Certificates evidencing all such coverage shall be provided to the CITY upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. Failure to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination. Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in

particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverages shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.

The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the CITY.

14. Mandatory Contract Provisions

a. Annual Appropriation. This SOW1 shall be subject annually to approval of the Annual Service Fee amounts as a municipal appropriation in accordance with Section 63 (b) of General Laws Chapter 40 and any appropriations provision applicable to the Owner. Owner's performance and obligation to make payments under this SOW1 are contingent upon an annual appropriation of funds by its City Council in an amount sufficient to allow continuation of the Owner's performance in accordance with the provisions of this SOW1 for each and every Fiscal Year following the initial Fiscal Year in which the SOW1 is in effect.

b. Renewal. This SOW1 shall expire automatically upon the end of the Initial Term. The SOW1 may, however, be extended by the Owner for a single additional term not to exceed five years. The terms and conditions of the SOW1 for the Extension Period shall be identical to the terms and conditions of the original Contract. The Owner may, at any time prior to 90 days before the expiration of the Agreement, notify the Company of its intent to renew SOW1.

c. Refund of Payments for Future Capital Modifications. Upon Termination of the SOW1 for any reason, the Company shall refund to the Owner any accumulated amounts pre-paid by the Owner to the Company for Future Capital Modifications. The refund shall be paid by the Company within 90 days of the effective date of termination.

d. Security for Pre-payment of Future Capital Modifications. If the Owner shall make annual payments as part of its Annual Service Fee toward the completion of Future Capital Modifications, the amount of the prepayment shall be based upon the estimated actual costs of the Future Capital Modifications and the Company shall provide a bond, letter of credit, guarantee or some other form of security for its performance approved by the Owner that equals 100% of the accumulated prepayment amount.

e. Independent Engineer Report and Recommendation. The Certified Tank Inspector's report that was required as a basis for the procurement and Scope of Work contained in the RFP shall be incorporated by reference into and made a part of this Contract. The report is contained herein as Schedule C.

f. Performance hereunder shall be in accordance with the provisions of the MSA and the RFP, which are incorporated herein by reference.

The SOW2 is executed and effective as of the date last signed by the parties below.

OWNER

City of Marlborough

By: _____

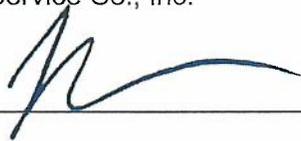
Name: _____

Title: _____

Date: _____

COMPANY

Utility Service Co., Inc.

By:  _____

Name: Jonathan Cato

Title: Chief Operating Officer

Date: May 17, 2022

Schedules and Appendices

Schedule A – Contractual Payment Schedule

Schedule B – Cancellation Fee Schedule

Schedule C – Inspection Report

Initial Upfront Specifications

Year 1

Exterior

1. All exterior surfaces shall be abrasive blast cleaned to a "Commercial" finish, removing all existing paint, rust, dirt, mill scale, and foreign matter by the recommended methods outlined in the Society for Protective Coatings Specification, SSPC-SP No.6.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A containment system shall be utilized to meet the emission control requirements of a Class 3A System, as specified in SSPC-Guide 6 (CON), Guide for Containing Debris Generated During Paint Removal Operations, dated December 1, 1997.
4. One (1) full primer coat of Tnemec Series 94 or equivalent zinc coating shall be applied to 100% of exterior surfaces at manufacturer's recommended coating thickness.
5. One (1) full intermediate coat of Tnemec Series N69 epoxy or equivalent coating shall be applied to 100% of exterior surfaces at manufacturer's recommended coating thickness.
6. One (1) full finish coat of Tnemec Series 72 urethane or equivalent coating shall be applied to 100% of exterior surfaces at manufacturer's recommended coating thickness.

Interior

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - a. Primer Coat: One [1] complete coat of Tnemec Series 94 H20 Zinc or equivalent shall be applied to achieve a dry film thickness of 2.5 to 3.5 mils.
 - b. Finish Coat: One [1] complete finish coat of Tnemec Series 22 or FC22 Epoxy or equivalent shall be applied to achieve a dry film thickness of 20 to 25 mils.
 - c. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
 - d. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams.
4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).
5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State.
6. Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly.
7. The Tank shall be sealed and made ready for service.

(Continued on Page 10)

Repairs

1. Install overflow pipe flapper and screen assembly
2. Install ladder gate
3. Install access ladder cable safety climb
4. Install 24" pallet roof vent
5. Install 24" sidewall manway
6. Caulk and grout foundation
7. Install safety handrail

Mixer

1. Install a PAX - PWM400 mixing system

**Schedule A – Contractual Payment Schedule
Sligo Hill Water Storage Tank**

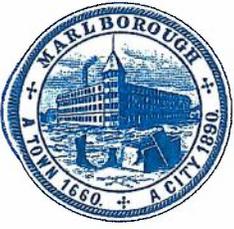
Year	Fiscal Year Ending June 30	Renovation Fee	Annual Recurring Service Fee	Future Capital Modification Fee	Total Annual Fee
1	2022-2023	\$ 1,196,900	\$ 6,072.8	\$ 11,02	\$ 1,214,000
2	2023-2024	\$ 98,482	\$ 6,072.8	\$ 11,02	\$ 115,582
3	2024-2025	\$ 98,482	\$ 6,072.8	\$ 11,02	\$ 115,582
4	2025-2026		\$ 15,992.8	\$ 11,02	\$ 27,020
5	2026-2027		\$ 15,992.8	\$ 11,02	\$ 27,020
6	2027-2028		\$ 17,939.8	\$ 11,02	\$ 28,967
7	2028-2029		\$ 18,965.8	\$ 11,02	\$ 29,993
8	2029-2030		\$ 20,026.8	\$ 11,02	\$ 31,054
9	2030-2031		\$ 21,126.8	\$ 11,02	\$ 32,154
10	2031-2032		\$ 22,264.8	\$ 11,02	\$ 33,292
11	2032-2033		\$ 23,052.2	\$ -	\$ 23,052
12	2033-2034		\$ 23,868.8	\$ -	\$ 23,868
13	2034-2035		\$ 24,713.3	\$ -	\$ 24,713
14	2035-2036		\$ 25,588.8	\$ -	\$ 25,588
15	2036-2037		\$ 26,493.3	\$ -	\$ 26,493
	Grand Total	\$ 1,393,864	\$ 274,234	\$ 110,280	\$ 1,778,378

Schedule B - Cancellation Fee Schedule
Sligo Hill Water Storage Tank

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Sligo Hill Tank	\$198,079	\$82,497	(\$33,085)	(\$44,113)	(\$55,141)	(\$66,169)	(\$77,197)	(\$88,226)	(\$99,254)

* The above Cancellation Fee Schedule contemplates all currently due and payable Annual Fees have already been paid, and the future renovation occurs in the year defined herein. A negative net cancellation fee (indicated by the number being in parentheses) indicates the balance due from Company to Owner upon cancellation, based on fees paid for future capital modification.

Schedule C – Inspection Report (Attached Hereto in RFP Document)



City of Marlborough
Office of the Mayor

140 Main Street
Marlborough, Massachusetts 01752
508.460.3770 Fax 508.460.3698 TDD 508.460.3610
www.marlborough-ma.gov

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
MAYOR
2022 MAY 19 A 11:58
Patricia M. Bernard
EXECUTIVE AIDE

Ryan P. Egan
EXECUTIVE SECRETARY

May 19, 2022

Council President Ossing
Marlborough City Council
140 Main Street
Marlborough, MA 01752

RE: Grant acceptance for the Marlborough Economic Development Corp.

Honorable President Ossing and Councilors,

Enclosed please find a grant acceptance in the amount of \$14,816.90 from the 495/Metrowest Corridor Partnership. We are fortunate to be a recipient of the FY22 Regional Economic Development Organization (REDO) grant from the Massachusetts Office of Business Development (MOBD).

The MEDC will be purchasing string lighting, dining tables, chairs, and trash receptacles to beautify Union Common for our summer concerts and other outdoor events held in this park. This season, our local breweries will be participating in the summer concerts and offering their products. The grant will promote patronage with the 21 food and beverage businesses located within a half mile of Union Common. The intent is to make Union Common more inviting during the evening hours throughout the warmer months by allowing patrons to bring their takeout food to the park to enjoy.

I'd like to thank MEDC staff for securing this funding and the 495/Metrowest Corridor Partnership for providing this opportunity to assist the Marlborough community in hopes of increasing downtown foot traffic and usage of Union Common.

Thank you in advance for your cooperation.

Sincerely,

Arthur G. Vigeant
Arthur G. Vigeant
Mayor

Enclosures

CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD

DEPARTMENT: MEDC DATE: 5/19/2022

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Meredith Harris

NAME OF GRANT: REDO Grant (FY22 Regional Economic Development Organization)

GRANTOR: Mass Office of Business Development

GRANT AMOUNT: \$14,816.90

GRANT PERIOD: 6/30/2022

SCOPE OF GRANT/
ITEMS FUNDED Project will include purchasing dining tables, benches with mounting hardware,
commercial grade bistro lighting, and trash receptacles for Union Common.
This grant will allow the City to enhance amenities and support elevating the use of
our public park.

IS A POSITION BEING
CREATED: No

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? _____

ARE MATCHING CITY
FUNDS REQUIRED? No

IF MATCHING IS NON-MONETARY (MAN HOURS, ETC.) PLEASE SPECIFY:

IF MATCHING IS MONETARY PLEASE GIVE ACCOUNT NUMBER AND DESCRIPTION OF CITY FUNDS TO
BE USED:

ANY OTHER EXPOSURE TO CITY?
No

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: 6/6/2022

**DEPARTMENT HEAD MUST SUBMIT THIS FORM, A COPY OF THE GRANT APPROVAL, AND A COVER
LETTER TO THE MAYOR'S OFFICE REQUESTING THAT THIS BE SUBMITTED TO CITY COUNCIL
FOR APPROVAL OF DEPARTMENT TO EXPEND THE FUNDS RECEIVED FOR THE PURPOSE OF THE GRANT**

REVISED 4-25-22

MEMORANDUM OF AGREEMENT

Between

The 495/MetroWest Corridor Partnership, Inc.
(DBA The 495/MetroWest Partnership)
 200 Friberg Parkway, Suite 1003
 Westborough, MA 01581

And

City of Marlborough
 140 Main Street
 Marlborough, MA 01752

For

**FY22 Regional Economic Development Organization (REDO) Project Attachment,
 Main Street Public Park Area**

This AGREEMENT and its associated Statement of Work (SOW) made and entered into this Second day of May 2022 by and between The 495/MetroWest Partnership, located at 200 Friberg Parkway, Suite 1003, Westborough, MA 01581 hereinafter referred to as “the PARTNERSHIP,” and City of Marlborough located at 140 Main Street, Marlborough, MA 01752 hereinafter referred to as “the MUNICIPALITY.”

WHEREAS, the PARTNERSHIP is the recipient of a FY22 Regional Economic Development Organization (REDO) grant from the Massachusetts Office of Business Development (hereinafter MOBD) and,

WHEREAS, the MUNICIPALITY submitted a Project Attachment Main Street Public Park Area to accompany the PARTNERSHIP’s application for REDO funding in FY22 and,

WHEREAS, MOBD has indicated to the PARTNERSHIP that it has selected MUNICIPALITY’s Project Attachment Main Street Public Park Area for funding during FY22 in the amount of \$14,816.90 and,

WHEREAS, MOBD will provide the awarded grant funding directly to the PARTNERSHIP with the understanding that the PARTNERSHIP will in turn supply said funding to the MUNICIPALITY, and,

WHEREAS, the PARTNERSHIP and the MUNICIPALITY are desirous of entering into this AGREEMENT for the express purpose of setting forth clearly and accurately, a complete and detailed statement of their respective agreements and responsibilities with respect to the Main Street Public Park Area during the term of the AGREEMENT;

NOW THEREFORE, in consideration thereof, the PARTNERSHIP and the MUNICIPALITY, operating collaboratively, herein agree to carry out the responsibilities as set forth in this AGREEMENT.

I. The PARTNERSHIP agrees to:

A. Complete such steps as are necessary to receive REDO funding from MOBD in accordance with the procedures outlined by MOBD established in the attached "Payment Terms and Conditions" document.

B. Provide project funding in the amount of \$14,816.90 to City of Marlborough over a series of three (3) payments, pending receipt of those funds from MOBD. In accordance with MOBD Payment Terms and Conditions: 50% of funds will be disbursed upon execution and approval of the signed contract and required forms; one subsequent payment (45% of project costs) upon receipt of a periodic activity report by or on June 15, 2022; and a final payment consisting of 5% of project cost upon completion of project and submission of final project report by July 31, 2022. Payment from the PARTNERSHIP to the MUNICIPALITY shall be made by check; provided the PARTNERSHIP has received adequate funds from MOBD, checks shall be generated within two (2) business days of receipt of funds by the PARTNERSHIP from MOBD.

C. File necessary project reporting information to MOBD on a periodic basis, upon receipt of required information from the MUNICIPALITY.

D. To publicize the Main Street Public Park Area initiative and related program successes, in coordination with MUNICIPALITY.

II. The MUNICIPALITY agrees to:

A. Complete the proposed Main Street Public Park Area in accordance with the attached SOW, no later than June 30, 2022.

B. Provide periodic reports to the PARTNERSHIP on project activities to satisfy reporting requirements of MOBD; such information shall be provided to the PARTNERSHIP no fewer than three (3) business days in advance of MOBD reporting deadlines, and is a requirement to receive payment.

C. Provide separate invoices to the PARTNERSHIP for each of the three periodic payments that together comprise the project amount of \$14,816.90.

D. Clearly identify the role of the PARTNERSHIP in securing funds in any publicity related to the Main Street Public Park Area.

III. IT IS MUTIALLY agreed that:

A. Representatives of both the PARTNERSHIP and the MUNICIPALITY shall meet regularly to discuss issues of mutual concern, document progress as described in the SOW, and make any necessary adjustments to the work.

B. The PARTNERSHIP will communicate with MOBD on behalf of the MUNICIPALITY with respect to the Main Street Public Park Area.

C. The individuals performing work will include employees of MUNICIPALITY; these individuals will retain their association with the MUNICIPALITY and at no time shall be considered employees, affiliates, independent consultants or volunteers of the PARTNERSHIP.

The signatories on this contract attest to the fact that they have the authority to sign on behalf of their institutions subject to any qualifications stated herein.

In witness thereof, under the authority of their governing bodies, the parties hereto have set their hands and seal the day and year first written above.

APPROVED

FOR THE PARTNERSHIP

BY:

Jason Palitsch
Executive Director
The 495/Metro West Partnership

FOR THE MUNICIPALITY

BY:

Arthur G. Vigeant
Mayor
City of Marlborough



City of Marlborough
Office of the Mayor

140 Main Street
Marlborough, Massachusetts 01752
508.460.3770 Fax 508.460.3698 TDD 508.460.3610
www.marlborough-ma.gov

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CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
MAYOR
2022 MAY 19 AM 11:58
Patricia M. Bernard
EXECUTIVE AIDE

Ryan P. Egan
EXECUTIVE SECRETARY

May 19, 2022

Council President Ossing
Marlborough City Council
140 Main Street
Marlborough, MA 01752

RE: Grant acceptance for the MPD

Honorable President Ossing and Councilors,

I am submitting the enclosed grant acceptance in the amount of \$60,000.00 from the Commonwealth of Massachusetts Executive Office of Public Safety and Homeland Security (EOPSS).

The award is part of the FY22 Earmark funding to be expended on thirteen routers for the cruiser camera systems that will be implemented in the future.

I would like to take this opportunity to thank Representative Danielle Gregoire for securing this funding and the EOPSS and Homeland Security for providing the earmark. This equipment will allow for greater accountability and protection for our patrol officers while they fulfill their duty of keeping our community safe.

Thank you in advance for your cooperation.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures



City of Marlborough

Police Department

355 Bolton Street, Marlborough, Massachusetts 01752
Tel. (508)-485-1212 Fax (508)-624-6938



David A. Giorgi
Chief of Police

May 2, 2022

Mayor Arthur G. Vigeant
City Hall
140 Main Street
Marlborough, MA 01752

Dear Mayor Vigeant:

The Marlborough Police Department has been awarded a grant in the amount of \$60,000.00 from the Commonwealth of Massachusetts Executive Office of Public Safety and Homeland Security (EOPSS). The award is part of the FY 2022 Earmark funds which were secured by Representative Danielle W. Gregoire for the Fiscal Year 2022 Massachusetts State funding in line item 8000-0313. The earmark funds will be used towards implementing the beginning phase of a body camera / cruiser camera system for the police department. Like many police departments across Massachusetts, the Marlborough Police Department has begun the steps of researching and purchasing the essential equipment which will allow for the eventual implementation of the equipment. As a beginning phase, the department will purchase thirteen routers which will be the basis upon which other components of the camera system will be built.

Attached is a copy of the Notice of Grant Award letter, a copy of the standard executed contract, a copy of the letter to release the funds to the City, and a copy of the deposit to the City. I am requesting that the grant award be forwarded to the City Council for approval. Should you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "David A. Giorgi".

David A. Giorgi
Chief of Police

CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD

DEPARTMENT: Police DATE: 5/2/2022

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Chief of Police David A. Giorgi

NAME OF GRANT: Commonwealth of Massachusetts

GRANTOR: Executive Office of Public Safety and Homeland Security

GRANT AMOUNT: \$60,000.00

GRANT PERIOD: Ends June 30, 2022

SCOPE OF GRANT/
ITEMS FUNDED The earmark funds will be used towards implementing the beginning phase of a body camera / cruiser camera system for the police department. The department will purchase 13 routers to be used in the department's marked police cruisers. The routers and all associated equipment to include mounting brackets and antennas, will be the basis upon which other components of the camera system will be built.

IS A POSITION BEING
CREATED: N/A

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? _____

ARE MATCHING CITY
FUNDS REQUIRED? N/A

IF MATCHING IS NON-MONETARY (MAN HOURS, ETC.) PLEASE SPECIFY:

IF MATCHING IS MONETARY PLEASE GIVE ACCOUNT NUMBER AND DESCRIPTION OF CITY FUNDS
TO BE USED:
N/A

ANY OTHER EXPOSURE TO CITY?
N/A

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: ASAP

DEPARTMENT HEAD MUST SUBMIT THIS FORM, A COPY OF THE GRANT APPROVAL, AND A COVER LETTER TO THE MAYOR'S OFFICE REQUESTING THAT THIS BE SUBMITTED TO CITY COUNCIL FOR APPROVAL OF DEPARTMENT TO EXPEND THE FUNDS RECEIVED FOR THE PURPOSE OF THE GRANT

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.mass.gov/lists/osd-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: City of Marlborough (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: MMARS Department Code: EPS	
Legal Address: (W-9, W-4): 140 Main street, Marlborough MA 01752		Business Mailing Address: 1 Ashburton Place, Suite 2133, Boston MA 02108	
Contract Manager: David A. Glorgi	Phone: 508-485-1212	Billing Address (if different):	
E-Mail: dglorgi@marlborough-ma.gov	Fax: 508-624-6938	Contract Manager: Nilsa Morales	Phone: 617-274-5558
Contractor Vendor Code: VC6000192112		E-Mail: nilsa.morales2@mass.gov	Fax: 617-727-4764
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 2022CITYOFMARLBOEARM RFR/Procurement or Other ID Number: M.G.L Chapter 24 of the Acts of 2021	
<p align="center"><u>NEW CONTRACT</u></p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (Includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<p align="center"><u>CONTRACT AMENDMENT</u></p> Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____ Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$60,000.00			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) funds will be used towards implementing the beginning phase of a body camera/cruiser camera system for the police department. As a beginning phase, the department will purchase thirteen routers which will be the basis upon which other components of the camera system will be built.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2022</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> , Date: <u>3-23-22</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David A. Glorgi</u> Print Title: <u>Chief of Police</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> , Date: <u>3/29/22</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Emi Joy</u> Print Title: <u>Chief Financial Officer</u>	



City of Marlborough Police Department

355 Bolton Street, Marlborough, Massachusetts 01752
Tel. (508)-485-1212 Fax (508)-624-6938



David A. Giorgi
Chief of Police

March 17, 2022

Mr. William Ramsdell
Deputy Legislative Director
Executive Office of Public Safety and Security
One Ashburton Place, Suite 2133
Boston, MA 02108

Dear Mr. Ramsdell,

On behalf of Mayor Arthur G. Vigeant and the City of Marlborough, I wanted to formally thank Representative Danielle W. Gregoire for the Fiscal Year 2022 Massachusetts State funding which she was able to secure for our department. The earmark funds will be used towards implementing the beginning phase of a body camera / cruiser camera system for the police department. Like many police departments across Massachusetts, the Marlborough Police Department has begun the steps of researching and purchasing the essential equipment which will allow for the eventual implementation of the equipment. As a beginning phase, the department will purchase thirteen routers which will be the basis upon which other components of the camera system will be built.

To begin this process, we respectfully request the release of \$60,000 to the City of Marlborough. The funding was secured in the FY22 budget in line item 8000-0313.

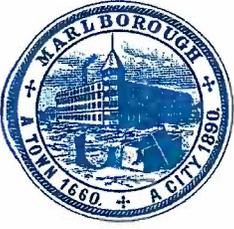
We appreciate the Executive Office of Public Safety and Security's assistance and should there be any questions, please do not hesitate to contact me or Executive Aide to Mayor Vigeant, Patricia Bernard.

Respectfully,

A handwritten signature in black ink, appearing to read "D. Giorgi".

David A. Giorgi

Chief of Police



City of Marlborough
Office of the Mayor

140 Main Street
Marlborough, Massachusetts 01752
508.460.3770 Fax 508.460.3698 TDD 508.460.3610
www.marlborough-ma.gov

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2022 MAY 19 AM 11:58
Patricia M. Bernard
EXECUTIVE AIDE

Ryan P. Egan
EXECUTIVE SECRETARY

May 19, 2022

Council President Ossing
Marlborough City Council
140 Main Street
Marlborough, MA 01752

RE: Grant acceptance for the DPW

Honorable President Ossing and Councilors,

I am pleased to submit the following grants for your acceptance as part of the FY22 Earmark funding:

- Rapid flashing pedestrian beacon traffic signals for the Rail Trail and other busy intersections: \$25,000.00 for public safety.
- Welcome to Marlborough signs for our downtown area: \$35,000.00 replacing the rusted sign at West Main and Granger and adding an additional sign in the South Bolton and Granger area.
- Paving the back loop track section of the Ghiloni Park walking trail: \$50,000.00
- Repair and beautification of City Hall entranceways and memorials: \$75,000.00

I would like to take this opportunity to thank Representative Danielle Gregoire for securing this funding as well as the Department of Transportation and Office of Travel and Tourism for providing these significant earmarks.

Thank you in advance for your cooperation.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures

CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD

DEPARTMENT: DPW DATE: 5/19/2022

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Sean Divoll

NAME OF GRANT: FY22 Earmark

GRANTOR: Mass Dept of Economic Development - Travel & Tourism

GRANT AMOUNT: \$160,000.00

GRANT PERIOD: FY22

SCOPE OF GRANT/
ITEMS FUNDED 4 grant allocations
\$35,000.00 welcome to Marlborough signs for downtown area
\$50,000.00 paving back loop of track section at Ghiloni Park
\$75,000.00 repair and beautification of City Hall entranceways and memorials

IS A POSITION BEING
CREATED: No

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? _____

ARE MATCHING CITY
FUNDS REQUIRED? No

IF MATCHING IS NON-MONETARY (MAN HOURS, ETC.) PLEASE SPECIFY:

IF MATCHING IS MONETARY PLEASE GIVE ACCOUNT NUMBER AND DESCRIPTION OF CITY FUNDS TO
BE USED:

ANY OTHER EXPOSURE TO CITY?
No

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: June 6, 2022

**DEPARTMENT HEAD MUST SUBMIT THIS FORM, A COPY OF THE GRANT APPROVAL, AND A COVER
LETTER TO THE MAYOR'S OFFICE REQUESTING THAT THIS BE SUBMITTED TO CITY COUNCIL
FOR APPROVAL OF DEPARTMENT TO EXPEND THE FUNDS RECEIVED FOR THE PURPOSE OF THE GRANT**

CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD

DEPARTMENT: DPW DATE: 5/19/2022

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Sean Divoll

NAME OF GRANT: FY22 Earmark

GRANTOR: Mass Dept of Transportation

GRANT AMOUNT: \$25,000.00

GRANT PERIOD: FY22

SCOPE OF GRANT/
ITEMS FUNDED Pedestrian safety
Rapid flashing pedestrian beacon signals for the Rail Trail and other busy
intersections

IS A POSITION BEING
CREATED: No

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? _____

ARE MATCHING CITY
FUNDS REQUIRED? No

IF MATCHING IS NON-MONETARY (MAN HOURS, ETC.) PLEASE SPECIFY:

IF MATCHING IS MONETARY PLEASE GIVE ACCOUNT NUMBER AND DESCRIPTION OF CITY FUNDS TO
BE USED:

ANY OTHER EXPOSURE TO CITY?
No

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: June 6, 2022

**DEPARTMENT HEAD MUST SUBMIT THIS FORM, A COPY OF THE GRANT APPROVAL, AND A COVER
LETTER TO THE MAYOR'S OFFICE REQUESTING THAT THIS BE SUBMITTED TO CITY COUNCIL
FOR APPROVAL OF DEPARTMENT TO EXPEND THE FUNDS RECEIVED FOR THE PURPOSE OF THE GRANT**

Patricia Bernard

From: Zappulla, Marc (SEA)
Sent: Thursday, May 12, 2022 10:55 AM
To: Patricia Bernard
Subject: RE: FY22 EARMARK DOCUMENTS DUE

Hi Patricia,

Below are the 3 earmarks we're working on:

provided further, that not less than \$50,000 shall be expended for the paving of the back loop track section of the walking trail at Ghiloni park in the city of Marlborough

provided further, that not less than \$75,000 shall be expended for the repair and beautification of the walkways, entranceways and memorials in and around the city hall in the city of Marlborough;

provided further, that not less than \$35,000 shall be expended for the replacement of the "Welcome to Marlborough" signs in the downtown area of the city of Marlborough

You may want to take another look at Attachment A just to make sure it lines up with one of them, and you do not leave money on the table.

Let me know if you have any questions.

Thanks,
Marc

MARC ZAPPULLA
Grant Coordinator
Massachusetts Office of Travel & Tourism
136 Blackstone St, 5th Floor
Boston, MA 02109
Office (617) 973-8517



visitma.com



City of Marlborough
Office of the Mayor

140 Main Street
Marlborough, Massachusetts 01752
508.460.3770 Fax 508.460.3698 TDD 508.460.3610
www.marlborough-ma.gov

Arthur G. Vigeant
MAYOR

Patricia M. Bernard
EXECUTIVE AIDE

Ryan P. Egan
EXECUTIVE SECRETARY

INVOICE

May 16, 2022

Ms. Cassandra Gascon
Community Grants Program Administrator
10 park Plaza, Suite 7410
Boston, MA 02116

Vendor Code: VC6000192112

Vendor Code Address: 140 Main Street, Marlborough, MA 01752

Project: Rapid flashing pedestrian beacon traffic signals for the Rail Trail in Marlborough

Contract End Date: June 30, 2022

Earmark total: \$25,000.00

Total Invoice: \$24,900.00

Contact:

Name: Ted Scott
Title: Assistant Commissioner of Operations
Address: Department of Public Works, 135 Neil St., Marlborough, MA 01752
Phone: 508-624-6910 x33102
Email: tscott@marlborough-ma.gov

OCEAN STATE SIGNAL CO.
 27 THURBER BLVD.
 SMITHFIELD, RI 02917
 USA

INVOICE

Invoice Number: **23389**
 Invoice Date: Apr 5, 2022
 Page: 1
 SO# **21011**

Voice: 401-231-6780
 Fax: 401-231-4390

Bill To:
 City of Marlborough
 Department of Public Works
 135 Neil Street
 Marlborough, MA 01752

Ship To
 City of Marlborough
 Department of Public Works
 135 Neil Street
 Marlborough, MA 01752

Ship Date	Customer PO	Payment Terms
	20222004 - RRFB	Net 30 Days
	Shipping Method	Territory
	Best Way	MA

Item	Description	Qty Ord	Qty BO	Qty Shippe	Unit Price	Amount
TAP-RRFBXL2-NA0	SOLAR POWERED RRFB CROSSWALK SYSTEM w/ BULLDOG ADA PED BUTTONS & PEDESTALS - GLOSS BLACK PO# 20222004 STOCK CROSSWALK SYSTEMS PURCHASED UNDER STATE CONTRACT NO: 98947 ID: FCS118 COMMBUYS: BD1710300H1000H09910558	3.00		3.00	8,300.00	24,900.00

Subtotal	24,900.00
Sales Tax	
Freight	
Total Invoice Amour	24,900.00

Federal Tax ID:46-4309326

TOTAL **\$24,900.00**



Commonwealth of Massachusetts
**EXECUTIVE OFFICE OF
 HOUSING & ECONOMIC DEVELOPMENT**
Massachusetts Marketing Partnership
Massachusetts Office of Travel & Tourism
Massachusetts Office of Business Development
 136 Blackstone Street, 5th Floor
 Boston, MA 02109

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

ATTACHMENT A

Fiscal Year 2022 Earmarks

The Massachusetts Marketing Partnership/Massachusetts Office of Travel & Tourism (MMP/MOTT) will be administering your Fiscal Year 2022 Earmark: Per the Fiscal Year 2022 Massachusetts State Budget.

In order to initiate your contract, complete the Earmark Scope and Budget document and return it to the earmark program manager.

Please be advised:

- All funding under this contract must be spent by, and all deliverables must be executed, completed and delivered by **June 30, 2022.**
- Any unexpended funds from this contract must be refunded by June 30, 2022 in the form of a check made payable to the Commonwealth of Massachusetts.
- The last receipt is due to the earmark program manager by July 15, 2022.
- The maximum contract obligation will not exceed the amount published in the state budget line item.
- The contractor shall submit the most recent copy of an independently audited financial statement to receive initial payment.
- Funds provided under this contract may not be used for the purchase of alcoholic beverages.

Reimbursement Schedule:

- 50% of the earmark will be distributed upon receipt of the signed contract.
- A second allocation of the remaining 50% will be made upon receipt of the cost reimbursement invoice and final report.
- **The Cost Reimbursement Invoice and Final Report are due by June 30, 2022.**

Cost Reimbursement Invoice and Final Report:

In order to receive the second allotment of 50% of the earmark, you must submit a completed Cost Reimbursement Invoice (attachment B) and Final Report to the earmark program manager. The Invoice should include receipts and proof of payment for all earmark expenditures. The Final Report should provide a brief summary of how the funds were expended and address all elements of the budget at the conclusion of the initiatives. The report shall include outcomes and any quantifiable details such as: job creation, jobs retained, economic impact, return on investment, number of businesses/visitors served or trained, and other relevant statistics. **The Cost Reimbursement Invoice and Final Report are due by June 30, 2022.**

**FISCAL YEAR 2022
EARMARK SCOPE & BUDGET**

A. General Information

Contractor/Organization Legal Name: City of Marlborough
d/b/a:
FBI/ Tax ID: 046-001-399
Legal Address: (Street, city, state, zip)140 Main Street, Marlborough, MA 01752
Contract Manager Sean Divoll, Commissioner of Public Works
E-Mail: sdivoll@marlborough-ma.gov
Phone: 508-624-6910

B. Overview of Earmark Recipient

Please provide a brief description of your organization.

Organization description.
 City of Marlborough, Massachusetts

C. Project Scope

Please provide a description of the projects or programs covered by this earmark.

Description of project (word count: min 250 – max 500)

Rapid flashing pedestrian beacon traffic signal at the intersection of Hudson Street and the rail trail, Lodi Road and Stevens Street, and Bolton Street at Washington Street in the city of Marlborough. These locations were selected for pedestrian signals because they will greatly improve the safety for pedestrians crossing the street. The earmark money will be used to purchase the signals and the DPW will provide the labor and other incident materials needed to install them.



City of Marlborough Office of the Mayor

140 Main Street
Marlborough, Massachusetts 01752
508.460.3770 Fax 508.460.3698 TDD 508.460.3610
www.marlborough-ma.gov

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
MAYOR
2022 MAY 19 A 11:58

Patricia M. Bernard
EXECUTIVE AIDE

Ryan P. Egan
EXECUTIVE SECRETARY

May 19, 2022

Council President Ossing
Marlborough City Council
140 Main Street
Marlborough, MA 01752

RE: Grant acceptance for the Information Technology Department

Honorable President Ossing and Councilors,

I am submitting the enclosed grant acceptance in the amount of \$219,982.00 from the Commonwealth of Massachusetts and their inaugural round of the Community Compact Cabinet's new Municipal Fiber grant program.

This award will allow the IT department to replace a portion of our old copper BANA (*old copper network line for radio communications*) lines around the City and add fiber optics to our water tank areas along with security cameras. In addition, we will be creating a redundancy line (a fiber loop ring) around the downtown area. We currently have an estimated 400 strands of fiber coming out of City Hall that are connected to a pole on route 85 and Main Street and this will give us additional protection.

I would like to take this opportunity to thank Governor Baker and his administration for providing this vital funding to upgrade the City's fiber network.

Thank you in advance for your cooperation.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures

CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD

DEPARTMENT: IT Dept. DATE: 5/19/2022

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Mark Gibbs

NAME OF GRANT: Community Compact Cabinet's Municipal Fiber Grant Program

GRANTOR: Commonwealth of MA

GRANT AMOUNT: \$219,982.00

GRANT PERIOD: Thru September 30, 2023

SCOPE OF GRANT/
ITEMS FUNDED Expansion of the City's fiber optic infrastructure
Fiber Optics, security cameras and all work associated

IS A POSITION BEING
CREATED: _____

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? _____

ARE MATCHING CITY
FUNDS REQUIRED? _____

IF MATCHING IS NON-MONETARY (MAN HOURS, ETC.) PLEASE SPECIFY:

IF MATCHING IS MONETARY PLEASE GIVE ACCOUNT NUMBER AND DESCRIPTION OF CITY FUNDS TO
BE USED:

ANY OTHER EXPOSURE TO CITY?

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: _____

**DEPARTMENT HEAD MUST SUBMIT THIS FORM, A COPY OF THE GRANT APPROVAL, AND A COVER
LETTER TO THE MAYOR'S OFFICE REQUESTING THAT THIS BE SUBMITTED TO CITY COUNCIL
FOR APPROVAL OF DEPARTMENT TO EXPEND THE FUNDS RECEIVED FOR THE PURPOSE OF THE GRANT**



Executive Office for Administration & Finance

COMMONWEALTH OF MASSACHUSETTS

STATE HOUSE ■ BOSTON, MA 02133

(617) 727-2040

CHARLES D. BAKER
GOVERNOR

MICHAEL J. HEFFERNAN
SECRETARY

KARYN E. POLITO
LIEUTENANT GOVERNOR

May 17, 2022

Dear Mayor Vigeant,

It is with great pleasure that we inform you that Marlborough has been awarded a \$219,982 grant in the inaugural round of the Community Compact Cabinet's (CCC) new Municipal Fiber grant program. The demand for funding and interest in the program was overwhelming. Your application was chosen because it met the overarching goal of supporting the closing of critical gaps in municipal networks and connecting municipally owned facilities to assist municipalities.

We are currently working to schedule an awards ceremony in the coming weeks where we will officially announce all of the grant winners. You will be notified via email of the specifics regarding this future event shortly and ask that you please refrain from publicly announcing this award prior to the ceremony.

As Chair of the Community Compact Cabinet, I want to congratulate you on your status as a Compact Community and participation in this newest program. Your participation reflects another effort to modernize and enhance municipal government capabilities and connectivity. I am glad to see your community taking advantage of the benefits the CCC program offers.

Sincerely,

Karyn E. Polito
Lieutenant Governor

Michael J. Heffernan, Secretary
Executive Office for Administration and Finance

Curtis M. Wood, Secretary
Executive Office for Technology Services and Security

GRANT AGREEMENT

This Grant Agreement (“Agreement”) is made by and between the Commonwealth of Massachusetts, acting by and through the Department of Revenue Senior Deputy Commissioner for Local Services on behalf of the Secretary of the Executive Office for Administration and Finance (EOAF) and City of Marlborough[“Grantee”] acting through its Mayor.

PRELIMINARY STATEMENT

The Grantee desires to obtain funding from EOAF in the amount not to exceed \$219982 authorized under the FY22 Community Compact Municipal Fiber Grant Program [“Program”] to the City of Marlborough for the costs associated with: expansion of the town's existing fiber optic infrastructure. [“Project”].

EOAF agrees to make the funds [“EOAF Grant”] available to the Grantee for the Project, subject to the terms and conditions set forth in this Agreement and in compliance with all applicable state laws and regulations governing the disbursement and expenditure of state funds.

The Grantee shall exercise complete management and oversight responsibility of the Project and agrees that the Commonwealth’s provision of state funding under this Agreement shall not in any way be construed as assuming responsibility or liability for the completed Project by the Commonwealth.

SECTION 1. PROJECT SCOPE

The scope of the Project to be funded under the EOAF Grant to the City of Marlborough is for the costs associated with: expansion of the town's existing fiber optic infrastructure. The funds will allow the city to extend its fiber network to water tanks, a public beach, and other municipal assets.

*****All project SCOPes must provide a deliverable document suitable for public consumption on the Mass.gov website, in addition to other relevant project documentation, that may contain sensitive content.**

SECTION 2. DISBURSEMENT OF EOAF GRANT

2.1 Disbursement of the EOAF Grant under this Agreement shall be made pursuant to the Program; and any other information EOAF may require.

The full amount of the grant award, or **\$219982** will be disbursed to the Grantee within 45 days of execution of the grant contract.

Grantee report must be received by EOAF no later than September 30, 2023.

2.2 It is understood and agreed that the grant provided under this Agreement shall be used solely to pay for expenses associated with the Project. Expenses relating to project administration and management shall be assumed by the Grantee, including without limitation: (i) salaries and wages of Grantee staff; (ii)

legal fees; (iii) travel, meal and entertainment expenses; (iv) overhead and supplies; (v) project costs incurred prior to the execution and subsequent to termination of this Agreement; and (vi) costs of any other service or activity not related to the Project.

2.3 The Grantee shall keep detailed records of all activities associated with the Project, including without limitation all disbursements made pursuant to this Agreement. EOAF shall have the right to examine all records kept by the Grantee related to the Project.

2.4 The Grantee shall be responsible for any cost overruns that occur during implementation of the Project.

2.5 The grant funds must be spent by no later than September 30, 2023. Grantee will forfeit any remaining award unused after no later than two (2) years from the signing date of the contract. The Executive Office for Administration and Finance shall give due consideration to any extenuating circumstances presented in writing by the applicant and may waive this restriction at its discretion.

SECTION 3. REPORTING

3.1 Once the Project is completed, the Grantee shall furnish to EOAF, in addition to a report certifying project completion, the following documentation: (i) copies of all permits and approvals issued in connection with the Project, unless this information was previously supplied; (ii) any outstanding vendors' invoices, certified payment vouchers, cancelled checks or other documentation verifying actual expenditures in connection with the Project; (iii) documentation evidencing commitment of funds to the Project from sources other than EOAF, including documentation associated with the issuance of bonds or notes to finance the cost of the Project; (iv) a certificate of occupancy of the Project or portions of the Project as applicable by law; and (v) a statement from the Grantee certifying to the best of his or her knowledge that the Project was undertaken in conformance with all applicable laws, rules and regulations.

SECTION 4. COMPLIANCE WITH ALL APPLICABLE LAWS/REGULATIONS

4.1 The Grantee and its consultants and contractors shall comply with any and all federal, state and local laws, rules and regulations, orders or requirements that apply to the Project, including but not limited to: (i) Executive Order 478 relating to nondiscrimination, diversity, equal opportunity and affirmative action in hiring and employment practices; (ii) the State Prevailing Wage Law (MGL. Ch.149, Sections 26 to 27H); Title VI of the Civil Rights Acts of 1964, as amended; (iii) Environmental Impact Requirements (MGL. Ch.30, Sections 61 to 62I); and (iv) Historic Preservation Requirements (MGL. Ch.9, Sections 26 to 28) and applicable regulations.

4.2 This Agreement shall in no way relieve the Grantee from the full force and application of any laws, rules, regulations and orders or requirements.

SECTION 5. INTEREST OF MEMBERS OR EMPLOYEES OF THE GRANTEE

5.1 No officer, servant, agent, or employee of the Grantee has participated or will participate in any decision relating to the development and implementation of the Project that affects directly or indirectly his/her personal interest or the interest of any corporation, partnership or proprietorship with which her/she is directly or indirectly affiliated. Furthermore, no officer, servant, agent or employee of the

Grantee shall have any interest directly or indirectly in any contract in connection with the Project or shall in any way violate M.G.L. Chapter 268A.

SECTION 6. AMENDMENTS

6.1 No amendment to this Agreement or any significant modification of the scope of the Project funded under this Agreement shall be made by the Grantee without the prior written approval of EOAF.

SECTION 7. SEVERABILITY OF PROVISIONS

7.1 If any provision of this Agreement is held invalid by any court of competent jurisdiction, the remaining provisions shall not be affected thereby, and all other parts of the Agreement shall remain in full force and effect.

#####

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/losd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: City of Marlborough (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Executive Office for Administration and Finance MMARS Department Code: ANF
Legal Address: (W-9, W-4,T&C): 140 Main Street, Marlborough, 01752	Business Mailing Address:
Contract Manager: Joseph Cornelius	Billing Address (if different):
E-Mail: jcornelius@marlborough-ma.gov	Contract Manager: Frank Gervasio
Phone: (508) 460-3762 Fax:	E-Mail: gervasiof@dor.state.ma.us
Contractor Vendor Code: VC6000192112	Phone: 617-626-2345 Fax:
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s):
FRFR/Procurement or Other ID Number:	
<p style="text-align: center;"><u> X </u> NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ___ Statewide Contract (OSD or an OSD-designated Department) ___ Collective Purchase (Attach OSD approval, scope, budget) <u> X </u> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) ___ Emergency Contract (Attach justification for emergency, scope, budget) ___ Contract Employee (Attach Employment Status Form, scope, budget) ___ Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;">___ CONTRACT AMENDMENT</p> Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) ___ Amendment to Scope or Budget (Attach updated scope and budget) ___ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ___ Contract Employee (Attach any updates to scope or budget) ___ Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. ___ Commonwealth Terms and Conditions ___ Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ___ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <u> X </u> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ 219982	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <u> X </u> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Community Compact Grant: This award is being made through the FY22 Community Compact Municipal Fiber Grant Program to the City of Marlborough for the costs associated with: expansion of the town's existing fiber optic infrastructure.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <u> X </u> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . ___ 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . ___ 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of September 30, 2023 with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u> Sean Cronin </u> Print Title: <u> DOR Senior Deputy Commissioner for Local Services </u>



City of Marlborough
Office of the Mayor

140 Main Street
Marlborough, Massachusetts 01752
508.460.3770 Fax 508.460.3698 TDD 508.460.3610
www.marlborough-ma.gov

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
MAYOR
2022 MAY 19 AM 11:58
Patricia M. Bernard
EXECUTIVE AIDE

Ryan P. Egan
EXECUTIVE SECRETARY

May 19, 2022

Council President Ossing
Marlborough City Council
140 Main Street
Marlborough, MA 01752

RE: Resubmission of project list for expending Coronavirus Local Fiscal Recovery Funding

Honorable President Ossing and Councilors,

Based on discussions with Councilors and questions regarding the recent veto, I am resubmitting for your approval the request to accept \$11,701,500.00 ARPA funding to move forward on the following projects outlined in the attached amended list.

These are all important projects and I ask that you reject individual projects you don't feel are warranted and approve the balance to eliminate further delays.

In a separate correspondence, I included the water tank maintenance contract for your approval. This contract along with the necessary funding for repairs is vital for the City to move forward with rehabilitating Sligo Hill.

I've also included \$1M for water main replacement previously rejected by the Council. Many of the street projects that were approved with the bond will not move forward without this water main replacement funding.

Please do not hesitate to contact me with any questions or concerns.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures

FY22 Capital Request					
		Free Cash	Public Safety	ARPA	Bond
Fire Ladder	1,543,500.00			1,543,500.00	
Fire Squad Truck	243,100.00	243,100.00			
Police Marked Car	51,000.00		51,000.00		
Police New Hire Radios	34,400.00		34,400.00		
Pools & Cemetery	205,000.00	205,000.00			
Pump Station	1,750,000.00			1,750,000.00	
City Hall/Main Street	1,500,000.00			1,500,000.00	
Schools	150,000.00	150,000.00			
Lake Wms walking trail	2,000,000.00			2,000,000.00	
Dog Park	150,000.00			150,000.00	
Deck Hockey	500,000.00			500,000.00	
Reservoir	100,000.00	100,000.00			
Parking Garage/Design	125,000.00			125,000.00	
Sligo Water Tank	1,500,000.00			1,500,000.00	
Water Main Replacement	1,000,000.00			1,000,000.00	
Treatment Plant	1,600,000.00			1,600,000.00	
DPW Equipment	750,000.00	750,000.00			
City Vehicle	33,000.00			33,000.00	
Streets	5,175,000.00				5,175,000.00
TOTALS	18,410,000.00	1,448,100.00	85,400.00	11,701,500.00	5,175,000.00
					18,410,000.00



City of Marlborough

Legal Department

140 MAIN STREET
 MARLBOROUGH, MASSACHUSETTS 01752
 TEL (508) 460-3771 FAX (508) 460-3698 TDD (508) 460-3610
 LEGAL@MARLBOROUGH-MA.GOV

RECEIVED
 CITY CLERK'S OFFICE
 CITY OF MARLBOROUGH
 2022 MAY 17 P 2:40
 JASON D. GROSSFIELD
 CITY SOLICITOR
 JEREMY P. MCMANUS
 ASSISTANT CITY SOLICITOR
 SUSAN A. CORREIA
 PARALEGAL

May 17, 2022

Michael H. Ossing, President
 Marlborough City Council
 City Hall
 140 Main Street
 Marlborough, MA 01752

Re: WP Marlborough MA Owner, LLC v. Marlborough City Council (Land Court No. 21 MISC 000451)

Dear Honorable President Ossing and Councilors:

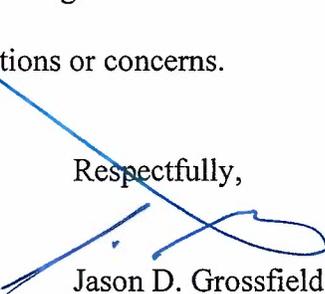
Enclosed please find a copy of the fully executed settlement agreement in connection with the above-referenced litigation matter. No action is required at this time and this correspondence may be placed on file.

As the City Council is aware, during the course of this litigation, the Land Court referred both the City Council and the plaintiff/special permit applicant, WP Marlborough MA Owner, LLC to a mediation screening. The enclosed settlement agreement is a result of the mediation, with the Hon. Alexander H. Sands (Ret.) serving as mediator. The agreement calls for the matter to be remanded to the City Council to consider the project based upon the modified parameters set forth in the agreement.

I will provide the City Council with a copy of any order of the Land Court concerning a remand, which will likely address procedural requirements associated with considering the special permit in accordance with the terms of the agreement.

Please contact me if you have any questions or concerns.

Respectfully,


 Jason D. Grossfield
 City Solicitor

Enclosure

cc: Arthur G. Vigeant, Mayor

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (the “Settlement Agreement”) is made and entered into by and between Plaintiff WP Marlborough MA Owner, LLC (“WP” or “Plaintiff”) and Defendant City of Marlborough City Council and its members (“City Council” or “Defendant”). City Council and WP are referred to herein collectively as the “Parties” and, where necessary, individually as a “Party.”

WHEREAS, City Council denied WP’s application for a special permit on August 23, 2021 to construct a 140-unit multi-family residential project (the “Project”) on the property known generally as 339 Boston Post Road East, Marlborough, MA (the “Decision”);

WHEREAS, WP filed a complaint appealing the Decision pursuant to MGL c. 40A, s. 17 in Land Court in the action captioned *WP Marlborough MA Owner, LLC v. Michael H. Ossing, et al. as they are members of the City Council of the City of Marlborough*, NO. 21 MISC 000451 (the “Litigation”).

WHEREAS, the parties and/or their representatives engaged in mediation with the Hon. Alexander H. Sands (Ret.) serving as mediator, and now agree to resolve the Litigation.

NOW, THEREFORE, to consummate the objectives set forth above and in consideration of the mutual promises, representations, covenants, and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to settle their dispute as follows:

1. Remand

The parties agree to file a mutually acceptable Joint Request for Remand in the Litigation. WP’s application for special permit for the Project will be remanded to the City Council to consider the Project based on the parameters, plans, and supporting documents as set forth in the draft special permit approval decision sent by the City Solicitor, Jason D. Grossfield to the Marlborough City Council on August 17, 2021, which was a seven (7) page draft decision (the “Draft Decision”), subject to the following negotiated revisions thereto:

(a) With regard to Condition 10(b) of the Draft Decision, WP remains willing to make a payment to the City in the amount of \$20,000 to be used by the City Council or its designee to study and/or fund a recreational trail for pedestrians along the city-owned sewer land adjacent to the Site which is the subject matter of the special permit. This condition remains as stated in the Draft Decision;

(b) A decision approving the special permit application shall contain the following additional condition: Construction of the project shall not begin until April 14, 2023. Issuance of a building permit shall be conditioned such that construction of the project may not begin until April 14, 2023;

(c) A decision approving the special permit application shall contain the following additional condition: Within six (6) months after the issuance of the final certificate of occupancy for the project, Plaintiff agrees to make written request to MassDOT asking it to reconsider the traffic signal at the intersection of Route 20, Village Drive, and the Site's main entrance, based upon traffic data reflecting actual full occupancy of the project;

(d) A decision approving the special permit application shall contain the following additional condition: Within six (6) months after the issuance of the final certificate of occupancy for the project, the Plaintiff agrees to have its traffic engineer update its traffic analysis, and make written recommendations as to the best use of the \$200,000 paid pursuant to Condition 8D of the Draft Decision for traffic safety and improvements in the area of the Site and Village Drive, taking into consideration the full occupancy of the project and ongoing improvements in the area made by MassDOT, and which recommendations Plaintiff will provide to the City Council;

(e) A decision approving the special permit application shall contain the following modified condition: The affordability percentage of the units at the project, which percentage is set forth in Paragraph 7 of the Draft Decision, will increase from 15% to 20%; and

(f) A decision approving the special permit application shall contain the following additional condition: The Plaintiff agrees to increase the number of charging stations at the Project from two (2) to four (4) such stations.

2. Dismissal of Claims With Prejudice

Within seven (7) business days after issuance of a special permit consistent with the terms above in Section 1, Plaintiff agrees to dismiss the Litigation with prejudice, waiving all rights of appeal, without costs or attorney's fees. Each Party shall cause their legal counsel to sign, and WP shall thereafter file with the Land Court, a Stipulation of Dismissal With Prejudice in the Litigation. The Parties agree that each party will bear its own costs and fees from the Litigation (including mediation and attorneys' fees).

3. Non-Admission of Liability

The Parties understand and agree that the terms of this Settlement Agreement, and the settlement provided for herein, are intended to compromise disputed claims, and to avoid litigation, and that this Settlement Agreement and the settlement provided for herein do not constitute and shall not be construed or be viewed as an admission by the Parties that they have acted wrongfully with respect to each other or any other person.

4. Knowing & Voluntary

The Parties acknowledge that they have each read this Settlement Agreement and understand (a) its terms, (b) that it is binding upon their legal representatives, heirs, successors, and assigns, and (c) that they had the opportunity to seek advice from legal counsel as they deemed necessary in order to understand the terms of this Settlement Agreement.

5. Counterparts Acceptable

The Parties agree that this Settlement Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. An electronic or scanned copy of a Party's signature shall be deemed an original.

6. Authorization

Each Signatory to this Settlement Agreement represents that it is duly authorized to execute this Settlement Agreement, and to enter into the settlement described herein.

7. Sole & Entire Agreement

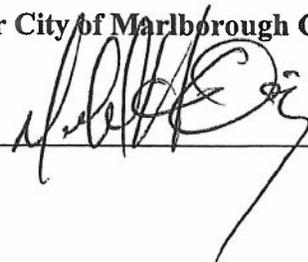
This Settlement Agreement contains all representations and warranties, expressed and implied, oral and written, between and among the Parties, and the entire understanding and agreement between and among the Parties with respect to the subject matter hereof. This is an integrated contract and it may not be altered or modified except by a writing signed by all Parties in interest at the time of the authorization or modification.

Executed this 17th day of April 2022.

For WP Marlborough MA Owner, LLC:

_____ Date

For City of Marlborough City Council and its members:



5/2/2022
Date

5. Counterparts Acceptable

The Parties agree that this Settlement Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. An electronic or scanned copy of a Party's signature shall be deemed an original.

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Each Signatory to this Settlement Agreement represents that it is duly authorized to execute this Settlement Agreement, and to enter into the settlement described herein.

7. Sole & Entire Agreement

This Settlement Agreement contains all representations and warranties, expressed and implied, oral and written, between and among the Parties, and the entire understanding and agreement between and among the Parties with respect to the subject matter hereof. This is an integrated contract and it may not be altered or modified except by a writing signed by all Parties in interest at the time of the authorization or modification.

Executed this ___ day of May 2022.

For WP Marlborough MA Owner, LLC:



May 8, 2022

Date

For City of Marlborough City Council and its members:

Date

John Garside

RECEIVED
 CITY CLERK'S OFFICE
 CITY OF MARLBOROUGH
 2022 MAY 16 A 11:37

From: Timothy D. Deschamps
Sent: Monday, May 16, 2022 7:01 AM
To: John Garside
Subject: helicopter treatments next week
Attachments: Marlborough_NatularGAerial2022.pdf

Attached please find information on our enhanced larval treatment plans for EEE mitigation in 2022 targeting a mosquito species of concern for EEE transmission to mammals. This information and all treatment maps are on our website at this link: <https://www.cmmcp.org/larval-control-program/pages/2022-enhanced-larval-control-program>. This is the same program that was done in your community in May of 2020 and 2021.

Notifications will go out to the Police Department by mail today, with a cc to your office. These applications are scheduled to begin Monday May 23 and will run 2-3 days in the 12 communities listed below, however total flight time in your community should be less than 2 hours. The exact application dates are uncertain at this time, we need low winds and minimal rain for the applications to take place.

This is not a "wide area aerial application" that is part of the municipal opt-out program in place by the State Reclamation Board – that is only for aerial spraying of adult mosquitoes using an aerosol insecticide. This enhanced larval treatment plan is for applications of a certified organic, granular form of bacteria *only over wetlands outlined on the map*.

The targeted communities are: Ashland, Grafton, Holliston, Hopedale, Hopkinton, Marlborough, Milford, Northborough, Northbridge, Shrewsbury, Southborough & Westborough.

Please let me know if you have any questions. As always, thank you for your support

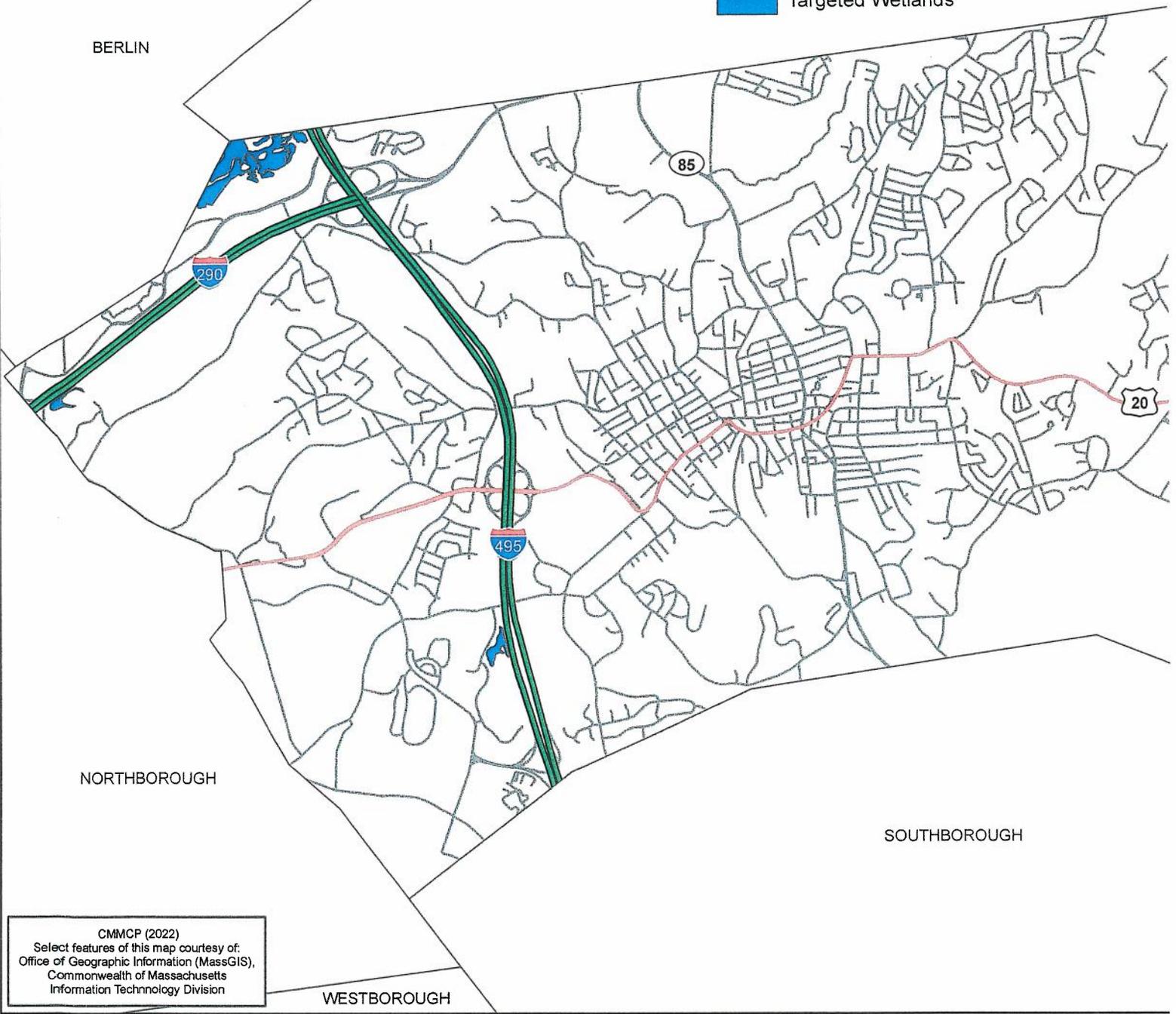
Timothy D. Deschamps, Executive Director
 Central Mass. Mosquito Control Project
 111 Otis St. Northborough, MA 01532
 tel: (508) 393-3055 • fax: (508) 393-8492





City of Marlborough: 2022 Enhanced Larval Control for EEE Mitigation

 Targeted Wetlands



CMMCP (2022)
Select features of this map courtesy of:
Office of Geographic Information (MassGIS),
Commonwealth of Massachusetts
Information Technology Division



**City of Marlborough, Massachusetts
CITY CLERK DEPARTMENT**

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2022 MAY -6 P 4: 28

**Steven W. Kerrigan
City Clerk**

MARLBOROUGH, MA

DATE: MAY 3 2022

To the City Council:

Owner Name: TVI INC

Residential Address: 11400 SE 6th St. #125 Bellevue WA 98004

Telephone Number: _____

Business Name: DAVERS

Business Address: 222A E MAIN STREET

Business Telephone Number: 508-485-5191

Email Address: jkennedy@davers.com

Cell Number: _____

Owner Signature: [Handwritten Signature]

The above-signed MAY 3 2022 respectfully requests that he/she be

granted a Junk Dealer/Second Hand Dealer License.

In City Council



City of Marlborough, Massachusetts
CITY CLERK DEPARTMENT
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2022 MAY 18 P 3:20 **Steven W. Kerrigan**
City Clerk

MARLBOROUGH, MA

DATE: 05/06/2022

To the City Council:

Owner Name: ECOATM, LLC

Residential Address: 10121 BARNES CANYON RD. SAN DIEGO, CA 92121

Telephone Number: 858-766-7249

Business Name: ECOATM, LLC

Business Address: 601 Donald Lynch Blvd, Marlborough, MA 01752
(KIOSK INSIDE SOLOMON POND MALL)

Business Telephone Number: 858-766-7249

Email Address: KELE.BIGKNIFE@ECOATM.COM

Cell Number: N/A

Owner Signature: *Kele Bigknife*

The above-signed KELE NIGKNIFE (OBO ECOATM, LLC) respectfully requests that he/she be granted a Junk Dealer/Second Hand Dealer License.

In City Council



RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2022 MAY 11 A 11:43

Marlborough Public Schools

School Committee
District Education Center
25 Union Street, Marlborough, MA 01752
(508) 460-3509

Call to Order

April 12, 2022

1. Chairman Vigeant called the regular meeting of the Marlborough School Committee to order at 7:30 p.m. at 17 Washington Street, Marlborough, MA. Members present included Michelle Bodin-Hettinger, Daniel Caruso, Earl Geary, Heidi Matthews, and Denise Ryan. Also present were Superintendent Michael Bergeron, the Assistant Superintendent of Teaching and Learning, Mary Murphy, and the Assistant Superintendent of Student Services and Equity, Jody O'Brien. Additionally, MEA Representative Eileen Barry was present.

This meeting is being recorded by local cable, WMCT-TV, and is available for review.

2. **Pledge of Allegiance:** Chairman Vigeant led the Pledge of Allegiance.
3. **Presentation:** None.
4. **Committee Discussion/Directives:** None.
5. **Communications:** None.
6. **Superintendent's Report:**
Superintendent Bergeron updated the committee, for the final time, on the COVID-19 data for the city of Marlborough and MPS.
Superintendent Bergeron thanked the Honorable Judge Meghan Spring, who recently partnered with MPS. She recorded and shared an interview video about the courthouse and legal system for the history and social studies department at Whitcomb School to utilize. The video link is provided in the Superintendent's report. Judge Spring met with the entire eighth grade, and this event will be available to view soon. Superintendent

www.mps-edu.org

It is the policy of the Marlborough Public Schools not to discriminate on the basis of race, gender, religion, national origin, color, homelessness, sexual orientation, gender identity, age or disability in its education programs, services, activities or employment practices.



Marlborough Public Schools

School Committee

*District Education Center
25 Union Street, Marlborough, MA 01752
(508) 460-3509*

Bergeron emphasized his gratitude towards Judge Spring for assisting in bringing the curriculum to life. A letter recognizing Judge Spring was sent from Superintendent Bergeron and Mayor Vigeant to the Honorable Chief Justice Paul C. Dawley for the Commonwealth.

The Superintendent thanked Mr. Jerome Jennings and Mr. Aaron Bush for their work with MHS music students. He shared a statement from Mr. Verdone regarding this collaboration.

Mr. Caruso and Mrs. Matthews shared their insight on the collaborative experience.

Superintendent Bergeron also thanked the NEASC visiting team for their commitment to providing feedback on the MHS program.

The Superintendent reminded the committee and public of the City-Wide Art Show happening tomorrow as well.

A. Assistant Superintendent of Teaching & Learning

Mrs. Murphy, the Assistant Superintendent of Teaching and Learning, reported on the Literacy Leadership Training, the K-12 Citywide Art Show, and MCAS testing. The 12-week Literacy Leadership Training has been attended by Principals Ron Sanborn, Angela House and Dan Riley, Supervisor of Humanities Jose Reyes, Director of EL preK-12 Lynne Medailleu, Whitcomb teacher Jennifer Ryan, MHS teacher Susan Charpentier, and Mrs. Murphy herself. The focus is to create a secondary literacy plan for the district. Mrs. Murphy shared some of the steps for this plan, which are outlined in her report.

Mrs. Murphy reminded folks that April 13th marks the City-Wide Art Show, which will be held from 5:30-7:30pm at Whitcomb School.

Mrs. Murphy added that MCAS testing has begun in grades 3 through 8.

7. Acceptance of Minutes:

A. Minutes of the March 8, 2022 School Committee Meeting

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to accept these minutes.

Motion passed 6-0-0.

www.mps-edu.org



Marlborough Public Schools

*School Committee
District Education Center
25 Union Street, Marlborough, MA 01752
(508) 460-3509*

B. Minutes of the March 22, 2022 School Committee Meeting

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to accept these minutes.

Motion passed 6-0-0.

8. Public Participation: None.

It should be noted that members of the public may provide comment via email before the meeting to superintendent@mps-edu.org. Public participation is a time for your comments to be heard by the committee; it is not a question-and-answer session.

9. Action Items/Reports

A. New Marlborough High School Scholarships

Superintendent Bergeron shared that there are seven offers to set up annual scholarship awards for high school graduates. The Iannini family, George and David, will be awarding an accumulation of \$50,000.00 annually. The Luftig Family will be awarding \$1,000.00 annually as well. The attached sheet includes more information on these scholarship offerings. Superintendent Bergeron recommended that the School Committee accept the scholarship offers listed to support MHS graduates.

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to accept these scholarships.

Motion passed 6-0-0.

B. Memorandum of Understanding between the Marlborough School Committee and the AFSCME, AFL-CIO, State Council 93, Local 1709 Custodians/Houseworkers

Superintendent Bergeron shared the logistics of this contract.

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to approve the MOU.

Motion passed 6-0-0.

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Marlborough Public Schools

School Committee
 District Education Center
 25 Union Street, Marlborough, MA 01752
 (508) 460-3509

C. Memorandum of Understanding between the Marlborough School Committee and the Behavior Technicians, SEIU, Local 888

Superintendent Bergeron shared the logistics of this contract.

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to approve the MOU.
 Motion passed 6-0-0.

D. Memorandum of Understanding between the Marlborough School Committee and the Marlborough Educators Association

Superintendent Bergeron shared the logistics of this contract.

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to approve the MOU.
 Motion passed 6-0-0.

E. Memorandum of Understanding between the Marlborough School Committee and the Marlborough School Administrator Association

Superintendent Bergeron shared the logistics of this contract.

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to approve the MOU.
 Motion passed 6-0-0.

F. Memorandum of Understanding between the Marlborough School Committee and Marlborough School Administrative Office Support Association

Superintendent Bergeron shared the logistics of this contract.

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to approve the MOU.
 Motion passed 6-0-0.

G. Memorandum of Understanding between the Marlborough School Committee and the Paraeducators, SEIU, Local 888

Superintendent Bergeron shared the logistics of this contract.

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to approve the MOU.
 Motion passed 6-0-0.

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Marlborough Public Schools

School Committee
 District Education Center
 25 Union Street, Marlborough, MA 01752
 (508) 460-3509

H. Policies for Review

Chairman Vigeant presented these policies for first read. They will be voted on at the next School Committee meeting.

1. Policy 1.100 Non-Discrimination and Harassment
2. Policy 1.400 Harassment
3. Policy 7.600 School Library Materials Selection
4. Policy 7.600 Library Bill of Rights
5. Policy 7.600 Attachment B Procedures for the Reconsideration of Library Media Materials
6. Policy 7.600 Attachment C Request for Reconsideration of School Library Media Materials
7. Policy 7.600 Attachment D Checklist for Committee Reviewing/Considering a Request for Reconsideration of School Library Media Center Materials
8. Policy 8.050 Moving within Districts
9. Policy 8.120 Student Records
10. Policy 8.180 Crisis Response Protocol and Procedure
11. Policy 8.220 Student Identification
12. Policy 9.100 Visitors to the Schools
13. Policy 9.300 Community Use of Buildings

I. Superintendent Search Committee

Mrs. Ryan, the Chair of the Superintendent Search Committee, shared that 23 applicants were screened, and 9 candidates were interviewed. Four candidates were unanimously chosen to recommend as finalists for the School Committee's consideration: Michael Baldassarre, Mary Murphy, Nan Murphy, and Timothy Sippel.

Motion made by Mrs. Ryan, seconded by Chairman Vigeant to approve the slate and move it forward.

Motion passed 6-0-0.

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Marlborough Public Schools

School Committee
 District Education Center
 25 Union Street, Marlborough, MA 01752
 (508) 460-3509

Mrs. Ryan shared that the finalists must be scheduled to come into the district, tour the schools, meet the staff, and go through a final interview with the entire School Committee. April 27th and May 2nd are the two days that the finalists will experience this process. A draft schedule is provided in the School Committee packet.

Mr. Geary and Mrs. Ryan discussed the logistics and reasoning behind certain events with the candidates and the School Committee members.

Mrs. Ryan stated that School Committee members should email Patty Sibilio, Mrs. Bodin-Hettinger, and/or Mrs. Ryan their availability to attend events in the schedule. Mrs. Ryan noted that each committee member should send Mrs. Bodin-Hettinger two to three questions to be considered for use in the final interview with candidates.

J. Acceptance of Donations and Gifts

Avidia Bank. Avidia Bank donated \$100.00 to the MHS-Senior All-nighter.

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to approve this donation.

Motion passed 6-0-0.

UMass Memorial Hospitals. UMass Memorial Hospitals donated \$100.00 to the MHS-Senior All-nighter.

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to approve this donation.

Motion passed 6-0-0.

Adopt-A-Classroom/DFCU. Ms. McCann's classroom at Richer Elementary School received \$613.00.

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to approve this donation.

Motion passed 6-0-0.

www.mps-edu.org



Marlborough Public Schools

School Committee
 District Education Center
 25 Union Street, Marlborough, MA 01752
 (508) 460-3509

10. Reports of School Committee Sub-Committees:

Superintendent Bergeron noted that he would be attending the Finance meeting for the City Council on Thursday at 6:30pm regarding the SOI.

11. Members' Forum:

Mrs. Matthews has reviewed and signed the warrant.
 Mrs. Ryan and Mr. Caruso commended those involved in the production of The Adams Family.

12. Adjournment:

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to adjourn at 7:57 p.m.
 Motion passed 6-0-0.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Heidi Matthews', with a long horizontal flourish extending to the right.

Heidi Matthews
 Secretary, Marlborough School Committee

HM/jm

Approved May 10, 2022

www.mps-edu.org



RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2022 MAY 11 A 11:43

Marlborough Public Schools

School Committee
District Education Center
25 Union Street, Marlborough, MA 01752
(508) 460-3509

Call to Order

April 26, 2022

1. Chairman Vigeant called the regular meeting of the Marlborough School Committee to order at 7:30 p.m. at 17 Washington Street, Marlborough, MA. Members present included Michelle Bodin-Hettinger, Daniel Caruso, Earl Geary, and Denise Ryan. Also present were Superintendent Michael Bergeron, Director of Finance and Operations, Douglas Dias, the Assistant Superintendent of Teaching and Learning, Mary Murphy, and the Assistant Superintendent of Student Services and Equity, Jody O'Brien. Additionally, MEA Representative Eileen Barry was present.

This meeting is being recorded by local cable, WMCT-TV, and is available for review.

2. **Pledge of Allegiance:** Chairman Vigeant led the Pledge of Allegiance.

3. **Presentation:**

A. Robotics Presentation

MPS students who participated in a robotics competition presented to the School Committee. Joanne Mahoney introduced the team. A student-produced video was shown on screen and then the team held a demonstration with their robot to explain its abilities.

B. Citywide Art Presentation

Julie Baker, the K-12 Visual Arts Supervisor, presented on the Citywide Art Show that was held on April 13. The theme was 'Created Together.' A virtual gallery was composed and can be accessed on the website. The tentative date to place the signs on the Walker Building lawn is June 6th; most of the lawn signs represent one student to be able to give them to the families once the week is up.

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Marlborough Public Schools

School Committee
 District Education Center
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 (508) 460-3509

4. Committee Discussion/Directives: None.

5. Communications: None.

6. Superintendent's Report:

Superintendent Bergeron appointed Ron Sanborn as the Director of Elementary Curriculum and Instruction. Mr. Sanborn was also named the Principal of the Year from the Massachusetts School Administrators Association.

Mr. Sanborn addressed the committee.

Superintendent Bergeron shared that Rupal Patel will be invited to the next School Committee meeting to be welcomed as the new Principal of Jaworek Elementary School. Teachers and families have already been notified of this change in leadership.

The Superintendent shared that he aspires to bring his self-evaluation to the May 24 School Committee meeting to be reviewed.

The Superintendent mentioned that Jill Morin will livestream the MHS graduation.

Superintendent Bergeron noted that the Massachusetts Council for Social Studies is providing a team award to Jose Reyes, Jill Morin, Shauna Delaney, Clayton Hobart, Christopher Delo, and Emily Welton Reis for their work with Judge Spring.

A. Director of Finance & Operations Report

Mr. Dias, the Director of Finance and Operations, reported on community eligibility provision (CEP), school furniture removal, and the closing of the fiscal year 2022. Mr. Dias shared that the district has applied to renew the CEP status at an improved reimbursement rate of 95.5%. He reminded families to participate in the free breakfast and lunch program.

Mr. Dias mentioned that the district engaged with the World Vision and the Confraternity of Hispanic Pastors in New England (COPAHNI) to donate all PK-12 student furniture that will be replaced this summer. He recognized the efforts of Graciela Kelly and Andy White in this endeavor.

Mr. Dias stated that the Business Office has started the discal closing process for FY22. He will present end of year purchases to the committee later in the night.

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B. Assistant Superintendent of Student Services & Equity

Mrs. O'Brien, the Assistant Superintendent of Student Services and Equity, reported on Unified Sports at MHS. She shared the logistics of this program. Eleven special education athletes and eleven non-disabled partners participated in Unified Basketball this winter. In addition, Eric Nelson led a Unified Strength and Conditioning class during PE classes this year. Unified Track & Field is ongoing with fourteen athletes and six partners; the first track meet happened on April 14th in Westborough.

7. Acceptance of Minutes: None.

8. Public Participation: None.

It should be noted that members of the public may provide comment via email before the meeting to superintendent@mps-edu.org. Public participation is a time for your comments to be heard by the committee; it is not a question-and-answer session.

9. Action Items/Reports

A. 2% Payment to Non-Affiliated Staff

Mr. Dias and Superintendent Bergeron stated this is a one-time, non-pensionable payment to recognize the work of non-affiliated staff.

Motion made by Mrs. Bodin-Hettinger, seconded by Chairman Vigeant to approve this payment.

Motion passed 5-0-0.

B. FY22 Operating Budget Transfers

Mr. Dias outlined various budget transfers in the attached document.

Motion made by Mrs. Bodin-Hettinger, seconded by Chairman Vigeant to approve the budget transfers.

Motion passed 5-0-0.

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C. Policies for Removal

1. **Policy 1.400 Harassment**
2. **Policy 7.600 attachments A, B, C, D**
3. **Policy 8.220 Student Identification**

Motion made by Mrs. Bodin-Hettinger, seconded by Chairman Vigeant to remove Policy 1.400, Policy 7.600 A, B, C, D, and Policy 8.220.
 Motion passed 5-0-0.

D. Policies for Approval

1. **Policy 1.100 Non-Discrimination and Harassment**

Motion made by Mrs. Bodin-Hettinger, seconded by Chairman Vigeant to approve this policy.
 Motion passed 5-0-0.

2. **Policy 7.600 School Library Materials Selection**

Motion made by Mrs. Bodin-Hettinger, seconded by Chairman Vigeant to approve this policy.
 Motion passed 5-0-0.

3. **Policy 8.050 Moving within Districts**

Motion made by Mrs. Bodin-Hettinger, seconded by Chairman Vigeant to approve this policy.
 Motion passed 5-0-0.

4. **Policy 8.120 Student Records**

Motion made by Mrs. Bodin-Hettinger, seconded by Chairman Vigeant to approve this policy.
 Motion passed 5-0-0.

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5. Policy 8.180 Crisis Response Protocol and Procedure

Motion made by Mrs. Bodin-Hettinger, seconded by Chairman Vigeant to approve this policy.

Motion passed 5-0-0.

6. Policy 9.100 Visitors to the Schools

Motion made by Mrs. Bodin-Hettinger, seconded by Chairman Vigeant to approve this policy.

Motion passed 5-0-0.

7. Policy 9.300 Community Use of Buildings

Motion made by Mrs. Bodin-Hettinger, seconded by Chairman Vigeant to approve this policy.

Motion passed 5-0-0.

E. Acceptance of Donations and Gifts

Anonymous. Kane School received an anonymous donation of \$1,800.00.

Motion made by Mrs. Bodin-Hettinger, seconded by Chairman Vigeant to approve this donation.

Motion passed 5-0-0.

10. Reports of School Committee Sub-Committees:

Mrs. Ryan shared that a few Superintendent candidates will be at the schools tomorrow. She outlined the schedule for the staff and public.

Superintendent Bergeron made a correction and clarified that Unified Track has a home meet this Thursday at 3:30pm.

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11. Members' Forum:

Mrs. Ryan reviewed the warrant and will sign it.

12. Adjournment:

Motion made by Mrs. Bodin-Hettinger, seconded by Chairman Vigeant to adjourn at 8:19 p.m.
Motion passed 5-0-0.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Heidi Matthews', with a long horizontal flourish extending to the right.

Heidi Matthews
Secretary, Marlborough School Committee

HM/jm

Approved May 10, 2022

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CONSERVATION COMMISSION

Minutes
April 7, 2022 (Thursday)

Marlborough City Hall – 3rd Floor, Memorial Hall

7:00 PM

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CITY OF MARLBOROUGH

2022 MAY -6 A 8:54

Present: John Skarin- acting chairman; Allan White, Dennis Demers, David Williams, Karin Paquin and William Dunbar. Priscilla Ryder - Conservation Officer was also present.

Absent: Edward Clancy-Chairman,

Approval of Minutes: The minutes January ~~March 17, 2022~~ 2022, were reviewed and on a motion by Mr. White second by Mr. Skarin, to approve, the Commission voted unanimously approved 6-0.

Public hearings:

Request for Determination of Applicability (Continued to April 7, 2022)

35 Red Spring Rd. – Mr. & Mrs. Hause

Mr. Hause explained that he revised the plan based on comments at an earlier meeting and noted that this new addition location is outside the 30' no disturb wetland buffer zone. The addition will be installed on helical piers and therefore disturbance to the ground will be minimal. The Commission noted that some topsoil removal may be necessary to keep the moisture out so some excavation (minimal) may be needed. They asked that erosion control – straw wattles be installed on the down slope side of the addition to prevent silt and dirt from migrating through. After some further discussion about adding gravel and using the topsoil in the yard, the meeting was closed. Mr. Dunbar made a motion second by Mr. White to issue a negative determination with standard conditions with erosion controls added, the Commission unanimously approved 6-0.

Request for Determination of Applicability

129 Beach St. - Erik Ramirez

Mr. Ramirez was present and explained that he wants to install an 18' diameter above ground pool just outside the 30' no disturb buffer zone. Ms. Ryder showed photos of this property showing the pool location and noted that the existing wall was permitted several years ago and was placed just above the then 20' no disturb zone. The Commission noted some erosion control may be needed to protect the wetland when the sod is removed, and the area leveled for the pool installation. The Commission also requested information about the pool filter to be used. Mr. Ramirez didn't know. This will be added as a condition to the permit to find out what filter will be used and how it can be cleaned so as not to impact the wetland. After some discussion and no further questions, the hearing was closed. On a motion by Mr. White second by Mr. Skarin to issue a negative determination with standard conditions and some additional erosion controls. The Commission voted unanimously 6-0 to approve.

Notice of Intent (continued from 3/17/2022)

74 & 82 Paquin Dr. – Scott Ferrecchia

Mr. Bob Parente, P.E., Mr. Ferrecchia, and Mr. Domke were present.

Mr. Parente reviewed the changes to the plans as marked up in the field. Discussion about the spillway elevation which is at 261.2 based on the City Engineers review. There was discussion about the location of the original bank and where the face of the new wall could be located. It was determined that in normal conditions the high-water mark rises along the bank of the shoreline, so the 261.2 elevation is not relevant here. The original location of the face of the bank will be the determining factor. The city land is land under the water, Mr. Ferrecchia's land is land starting from the bank. As long as the wall is where the bank used to be then there would be no fill or alteration to Land Under Water and the bank can be stabilized. The Commission agreed that a site visit to review the "visual" original bank would be necessary to define this face of wall location. A site visit was scheduled for April 14 at 5:00 PM.

Notice of Intent

630 and 686 Forest St. – Yellow Brick, LLC

Mr. David Cowell of Hancock Assoc. and Mr. Peter Venuto of Yellow Brick LLC were both present. Mr. Cowell explained that they have filed a Notice of Intent after the fact, having received the emergency permit to replace a drainpipe that had collapsed causing a large sink hole which was a safety concern. He explained the information that had been filed with the permit previously reviewed for the emergency permit. Mr. Dunbar and Mr. Williams noted they had both been out on the site earlier this week and that no pipes were on site and wondered why things have not proceeded as there is concern with stability of the site and the need for this repair to get done. Mr. White expressed concern about the downstream impacts and noted that the Notice of Intent doesn't even address this, which must be included to determine downstream impacts. The Commission expressed their lack of trust of the contractor and wondered why they weren't present tonight.

Mr. Venuto explained that he realizes their team made some big mistakes and there are no excuses. He noted that the delay in construction has been with IPG the other owner of the site, however as of today Yellow Brick LLC has decided to move forward and not wait for IPG funding and will deal with that later. He has a crew on site who is managing the pumps 24/7 until the site is under control. He also noted that the contractor Mr. Wood had been at the last meeting, but no questions were asked of them, so he didn't invite him tonight.

Mr. Cowell noted that the plans have been vetted by the City Engineer and Bruce Saluk who is the IPG engineer. They will replace the 18" corrugated metal pipe with a 24" concrete pipe. They would like to take a few of the boulders to add to the upstream culvert to dissipate flow and catch debris. The Commission thought this was ok. They will use other excess boulders up near the driveway and remove the rest from site. Mr. Cowell will be on site and will do the environmental compliance and monitoring for this work and will be directing additional erosion controls as needed to keep the downstream clean. Additional erosion controls will be on site to be used as needed.

There was extensive and detailed discussion about the construction sequencing and bedding material for the pipe and adequacy of erosion controls. The Commission determined that the stockpile area shown on the IPG lot is not to be use for materials and that the existing lot near Forest St. should be used. Most materials should be removed from site as soon as possible.

It was agreed that additional information on downstream restoration was needed before the Commission could render a decision. The hearing was continued to April 21st.

Mr. Skarin noted that the enforcement order needed to be ratified by the Commission. On a motion by Mr. White second by Mr. Skarin to approve the Enforcement Order as issued, the Commission voted unanimously 6-0 to approve.

Violation Updates:

- 894-896 Boston Post Rd. – follow up on site visit - Ms. Ryder explained that she and Commissioners Paquin and Skarin met with the contractor who is renting this space and reviewed restoration needed behind the “shack”. Boulders will be placed behind the building to prevent access. Area cleared will be seeded with an erosion control mix and the berm will be left in place. During the site visit the lawyer for Marcello was present and indicated that the property had been sold. The fine was paid, and an e-mail was sent to the contractor and to the landowner.
- 541 Pleasant St. – the homeowner has indicated to Ms. Ryder that he is in financial difficulty and cannot afford the survey and wondered what his options were. Ms. Ryder noted that the city solicitor indicated there are two options with a violation. 1) Stop the violation and require restoration. 2) stop the violation, require a filing with a permit, allow work once a permit has been issued which can include restoration etc. The Commission decided it would be good to walk the site, since the wetland flags have been installed last fall. A site visit for Monday April 11th at 5:00 was set.

Certificate of Compliance:

- 212-1214 615 Williams St. (continued) - Ms. Ryder noted that all conditions of the Order of Conditions had been met and erosion controls have been removed. She recommended issuance of Full Certificate of Compliance. On a motion by Ms. Paquin, second by Mr. Skarin to issue a full Certificate of Compliance as recommended. The Commission voted unanimously 6-0.

Discussion/Project Updates:

- Mowing of Felton Conservation Land – annual license to Doug Stephen - The Commission suggested that Ms. Ryder also reach out to Mr. Kamitaras to see if he might also be interested in mowing as well before signing this document. This was continued to the next meeting.
- Emergency Order for beaver dam-to DPW for Millham Brook dam breach – ratify - Ms. Ryder noted that the city needed to breach the beaver dam to prevent the road from washing out. The Commission agreed and on a motion by Mr. White second by Mr. Skarin to approve the Emergency Order for beaver dam breaching. The Commission voted unanimously 6-0.
- Trails Committee update & SCRPT Volunteers - Ms. Ryder explained that thanks to Ms. Paquin and Mr. Dunbar lots of trail work continues to be done. This summer the Commission

should have one college student, one high school student and two SCRPT volunteers who will be helping with trails, the pollinator garden, and the bittersweet control program. Ms. Paquin was thanked for leading the charge.

Correspondence/Other Business

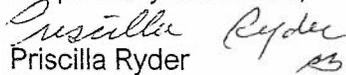
The following correspondence was accepted a placed-on file.

- Letter to Barbara Fenby-Chairwoman, Planning Board dated March 22, 2022, RE: 689 Pleasant St. Open Space Development Concept Plan.
- DPW – Construction season 2022 - List

Next Conservation Commission meetings: April 21st and May 5th, 2022

Adjournment - There being no further business, on a motion by Mr. White second by Mr. Dunbar, the meeting was adjourned with a unanimous vote of 6-0 at 8:48 PM.

Respectfully submitted,


Priscilla Ryder

Conservation/Sustainability office

**MINUTES
MARLBOROUGH PLANNING BOARD
MARLBOROUGH, MA 01752**

1A

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2022 MAY -6 A 11:47
March 28, 2022

Call to Order

The Meeting of the Marlborough Planning Board was called to order at 7:00 pm in Memorial Hall, 3rd Floor City Hall, 140 Main Street, Marlborough, MA. Members present: Barbara Fenby, Sean Fay, Phil Hodge, George LaVenture, Matthew Elder and William Fowler. Meeting support provided by City Engineer, Thomas DiPersio. Members absent: Chris Russ.

1. Draft Meeting Minutes**A. March 14, 2022**

On a motion by Mr. Elder, seconded by Mr. LaVenture, the Board voted to accept and file the March 14, 2022, meeting minutes. Yea: Elder, Fay, Fowler, Hodge, LaVenture, and Fenby. Nay: 0. Motion carried.

2. Chair's Business**A. Referred from City Council: Proposed Zoning Map Amendment for parcels of land location on Jefferson and a small portion of Lincoln Streets, identified as Map 56, Parcel 147, 148, 150, 151, 152, & 153 in addition to Map 56, Parcels 154, 155, 156, 157, & 158.**

City Councilor, Michael Ossing briefed the Board on the zoning amendment.

April 25, 2021, 7:00 pm was selected for the Planning Board's public hearing on the proposed zoning amendment.

Mr. Fay went over the standards that will be used to determine the Board's recommendation.

- Is the proposed change in keeping with the character of the neighborhood?
- Analysis of the impact on the neighbors.
- Does the proposed change benefit the City or provide a use not permitted elsewhere?
- Is the proposed change in keeping with the intent and purposes of the City's zoning by-laws?

3. Approval Not Required (None)**4. Public Hearings (None)****5. Subdivision Progress Reports****A. Gikas Lane road acceptance – continued discussion**

City Engineer, Thomas DiPersio explained the process is in motion and told the Board he asked the developer of Gikas Lane to send in a request to the City Council as well.

B. 342 Sudbury Street change of surety – continued discussion

The Planning Board Administrator explained Neal Vigeant's attorney is currently working with City Solicitor, Jason Grossfield to finalize documentation for change in surety.

6. Preliminary/Open Space/Limited Development Subdivision**A. Beauchemin Estates, Preliminary Open Space Concept Plan**

689 Pleasant Street, Marlborough, MA 01752

Owner of Land: Joyce Beauchemin Realty Trust, Timothy L. Beauchemin, Trustee
(P.O. Box 1067, Townsend, MA 01469)

Name of Engineer: Daniel Koravos, P.E. (59 Granite Lane, Chester, NH 03036)

Deed Reference: Book: 45210 Page: 560

**MINUTES
MARLBOROUGH PLANNING BOARD
MARLBOROUGH, MA 01752**

- i. Correspondence from Chairman, Ed Clancy, Conservation Commission Dated: March 22, 2022
Mr. LaVenture read the March 22, 2022, correspondence from Ed Clancy into the record.
- ii. Correspondence from City Engineer, Thomas DiPersio to project surveyor Dated: March 24, 2022
Mr. LaVenture read the March 24, 2022, correspondence from Thomas DiPersio into the record.

On a motion by Mr. LaVenture, second by Mr. Elder, the Board voted to accept and file both documents. Yea: Elder, Fay, Fowler, Hodge, LaVenture, and Fenby. Nay: 0. Motion carried.

7. Definitive Subdivision Submissions

A. Colchester Drive, Definitive Subdivision Plan

Map 44, Parcel 148 (0 Stevens Street), Marlborough, MA 01752

Owner of Land: James & Rebecca Chaousis (283 Bolton Street, Marlborough, MA 01752)

Name of Applicant: Charles Bourque (P.O. Box 642, Weston, MA 02493)

Name of Engineer: Jason Lavoie, WSP, (100 Summer Street, 13th Floor, Boston, MA 02110)

Deed Reference: Book: 9742 Page: 148

- i. Form C – Application for Approval of Definitive Subdivision Plan
- ii. Form L – Presentation Permission Form
- iii. Form D – Petition for Approval of Final Plan
- iv. Certified Abutters list
- v. Operation & Maintenance Plan
- vi. Definitive Plan Set

Dated: March 11, 2022

Mr. DiPersio explained the City requires the street be named after a veteran.

Jason Lavoie went over the plan set, explaining the parcel is cut in half by a sewer easement owned by the City of Marlborough. The proposed subdivision is a six-lot subdivision on the Steven Street side of the sewer easement, with a rear lot adjacent to the sewer easement that is currently labeled “not to be considered a buildable lot”. Mr. Lavoie explained they were still in process of determining what they wanted to do with this lot as it is in the 200-foot butter zone and that they are still waiting on the arborist letter. He explained there are two drainage easements on the property, one on Stevens Street and one on the rear lot. The plan proposes a catch basin that ties into the Steven Street drainage, with about 70 square feet of impervious area, that cannot be collected due to elevation. He explained they would submitting revised plans with updated grading.

Mr. LaVenture addressed concerns the possible change of weather due to climate change and the current sizing of the catch basins. Mr. DiPersio explained DEP is changing the standards on the intensity and rainfall depths regularly.

May 9, 2021, 7:00 pm was selected for the Planning Board’s public hearing on the Colchester Drive, definitive subdivision plan.

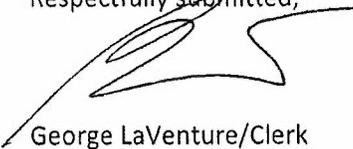
On a motion by Mr. Elder, seconded by Mr. LaVenture, the Board voted to refer the Colchester Drive, definitive subdivision plan to the Engineering Division for review. Yea: Elder, Fay, Fowler, Hodge, LaVenture, and Fenby. Nay: 0. Motion carried.

**MINUTES
MARLBOROUGH PLANNING BOARD
MARLBOROUGH, MA 01752**

- 8. Signs (None)
- 9. Correspondence (None)
- 10. Unfinished Business (None)
- 11. Calendar Updates (None)
- 12. Public Notices of other Cities & Towns
 - A. (2) Town of Southborough

On a motion by Mr. Fowler, seconded by Mr. Elder, the Board voted to adjourn the meeting. Yea: Elder, Fay, Fowler, Hodge, LaVenture, and Fenby. Nay: 0. Motion carried.

Respectfully submitted,



George LaVenture/Clerk

/kmm

MINUTES
MARLBOROUGH PLANNING BOARD
MARLBOROUGH, MA 01752

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2022 MAY -6 A 11: 47

Call to Order

April 11, 2022

The Meeting of the Marlborough Planning Board was called to order at 7:00 pm in Memorial Hall, 3rd Floor City Hall, 140 Main Street, Marlborough, MA. Members present: Barbara Fenby, Sean Fay, Phil Hodge, George LaVenture, Chris Russ, Matthew Elder and William Fowler. Meeting support provided by City Engineer, Thomas DiPersio.

1. Draft Meeting Minutes

A. March 28, 2022

On a motion by Mr. LaVenture, seconded by Mr. Elder, the Board voted to accept and file the March 28, 2022, meeting minutes. Yea: Elder, Fay, Fowler, Hodge, LaVenture, Russ, and Fenby. Nay: 0. Motion carried 7-0.

On a motion by Mr. LaVenture, seconded by Mr. Russ the Board voted to move up item 5.) Subdivision Progress Reports, A.) 342 Sudbury Street, new bond request/release of cash bond request. Yea: Elder, Fay, Fowler, Hodge, LaVenture, Russ, and Fenby. Nay: 0. Motion carried 7-0.

5. Subdivision Progress Reports

A. 342 Sudbury Street, new bond request/release of cash bond request

i. Correspondence from City Solicitor Jason Grossfield, Legal Department

Mr. LaVenture read the April 11, 2022, correspondence from Jason Grossfield into the record. – See attached.

On a motion by Mr. Elder, seconded by Mr. LaVenture, the Board voted to approve and authorize signing of the Novation and the Subdivision Performance Agreement Secured by Bond, and authorize release of the currently held cash bond, effective upon receipt of proof of recorded deed to KCO Realty Trust. Yea: Elder, Fay, Fowler, Hodge, LaVenture, Russ, and Fenby. Nay: 0. Motion carried. 7-0.

The Board signed the following documents – see attached.

- Novation
- Subdivision Performance Agreement Secured by Surety Bond

2. Chair's Business

A. Correspondence from City Engineer, Thomas DiPersio – Update on Subdivision Road Names

Mr. LaVenture read the April 14, 2022, correspondence from Mr. DiPersio in the record.

On a motion by Mr. Elder, seconded by Mr. LaVenture, the board voted to accept and file the correspondence. Yea: Elder, Fay, Fowler, Hodge, LaVenture, Russ, and Fenby. Nay: 0. Motion carried 7-0.

B. Referred from City Council: Proposed Zoning Map Amendment for parcels of land location on Jefferson and a small portion of Lincoln Streets, identified as Map 56, Parcel 147, 148, 150, 151, 152, & 153 in addition to Map 56, Parcels 154, 155, 156, 157, & 158. Public Hearing Date set for April 25, 2022 – No discussion took place at this meeting.

3. Approval Not Required

A. 547 Stow Road

Map: 20 Parcel: 4

Map: 20 Parcel: 150

Applicant: McCabe Family Irrevocable Trust and Judith Mello McCabe

Deed Reference: Book: 66136 Page: 582

Deed Reference: Book: 78814 Page: 591

Surveyor: Robert Parente, P.E., P.L.S. (328 Desimone Drive, Marlborough, MA 01752)

i. Form A

ii. Correspondence from Bill Paynton, Inspectional Services/Building Department

**MINUTES
MARLBOROUGH PLANNING BOARD
MARLBOROUGH, MA 01752**

iii. Plan of Land Dated: April 5, 2022

Robert Parente went over the April 5, 2022, ANR Plan and explained that one property line was changed so the homeowner could keep the shed on lot 3. The Applicant contacted the Building Department and were told the shed can be deemed an accessory structure which is allowed to be 5 feet off the property line. The shed situated mainly on parcel 4A is to be removed.

On a motion by Mr. Elder, seconded by Mr. Russ, the Board voted to refer the 547 Stow Road Approval Not Required to Engineering for review. Yea: Elder, Fay, Fowler, Hodge, LaVenture, Russ, and Fenby. Nay: 0. Motion carried 7-0.

ii. Correspondence from Bill Paynton, Inspectional Services/Building Department

(This was read after 3.) Approval Not Required B.) 36 Jefferson Street, time stamp: 15:16)

Mr. LaVenture read the April 7, 2022, correspondence from Bill Paynton, Inspectional Services/Building Department into the record.

On a motion by Mr. LaVenture, seconded by Mr. Russ, the board voted to accept and file the correspondence. Yea: Elder, Fay, Fowler, Hodge, LaVenture, Russ, and Fenby. Nay: 0. Motion carried 7-0.

B. 36 Jefferson Street Map: 56 Parcel: 153
Deed Reference: Book: 65099 Page: 275
Name of Applicant: Raimundo Coelhoaraujo Neto
Name of Surveyor: William Tirrell, Chappell Engineering (201 Boston Post Rd W, Marlborough, MA, 01752)

i. Form A

ii. ANR Plan Dated: March 31, 2022

William Tirrell went over the March 31, 2022, ANR Plan and explained the purpose of this plan is to separate the proposed lot 2 from the residential property on the proposed lot 1 due to the zoning requirements restricting commercial uses on the property because of the already an existing residential structure.

Barbara Fenby asked Mr. Tirrell if he was aware this property is to be rezoned. He explained he was unaware.

Mr. Russ and Mr. DiPersio discussed the 50-foot setback requirements in a CA zone and determined it would be up to the Tin Htway, Building Commissioner on whether the proposed lot 2 would be subject to the 50-foot setback requirement.

Mr. Fowler asked Mr. Tirrell if he would be gaining access to the property from the residential proposed lot 1 and Mr. Tirrell explained no, they would be gaining access from the corner of the proposed lot 2.

On a Motion by Mr. Elder, seconded by Mr. Russ the Board voted to refer the ANR submission for 36 Jefferson Street to the Legal Department and Engineering for review. Yea: Elder, Fay, Fowler, Hodge, LaVenture, Russ, and Fenby. Nay 0 Motion carried 7-0.

Mr. Fay requested the previous denial letter for 36 Jefferson Street be included on the next agenda.

**MINUTES
MARLBOROUGH PLANNING BOARD
MARLBOROUGH, MA 01752**

4. Public Hearings (None)

6. Preliminary/Open Space/Limited Development Subdivision

A. 204 Farm Road – Informal discussion

Map: 94 Parcel: 66

Map: 94 Parcel: 26B

i. Correspondence from William Tirrell, Chappell Engineering (201 Boston Post Rd W, Marlborough, MA, 01752)

ii. Concept Plan

William Tirrell went over the concept plan and explained this property is deeded as two separate lots on one deed, the lots are separated by a 1890 sewer taking owned by the City of Marlborough. Mr. Tirrell asked, would the Board consider these two separate parcels and allow a building on the vacant parcel? The Board explained this was a question for the Building Department. He also asked, would the Board allow a reconfiguration of the lot lines and using land from the abutting lot, giving both parcels the required frontage and adequate space for the required engineering box shape on Farm Road?

Mr. Russ, Mr. Tirrell, and Mr. DiPersio discussed the existing easement on the property and ownership/access rights to the easement. Mr. Russ expressed his concerns on adequate access from this frontage. Mr. Tirrell explained there would not be adequate access from the Farm Road frontage but there would be an easement for a common driveway.

David Dowd, the manager of the LLC who owns the property explained they are looking for guidance on how to achieve their goal: to have two lots with the required setbacks and frontage, to build a home on the vacant lot, and to sell them separately with a common drive. He explained he has had conversations with the Conservation Commission and Tin Htway, Building Commissioner who explained it might be possible geometrically for the vacant lot to be considered a buildable lot.

Mr. Fay explained to Mr. Dowd and Mr. Tirrell they must present a plan for a subdivision to demonstrate to the Board the ability to create the required setbacks and frontage for the proposed home and then the Board would then consider if a common driveway would be more fitting for the scenario.

Mr. DiPersio mentioned how the common driveway section of the ordinance may impact this scenario and advised Mr. Tirrell to review this language.

On a motion by Mr. LaVenture, seconded Mr. Russ, the Board voted to accept and file all correspondence. Yea: Elder, Fay, Fowler, Hodge, LaVenture, Russ, and Fenby. Nay 0 Motion carried 7-0.

B. Beauchemin Estates, Preliminary Open Space Concept Plan – SET PUBLIC HEARING DATE

689 Pleasant Street, Marlborough, MA 01752

Owner of Land: Joyce Beauchemin Realty Trust, Timothy L. Beauchemin, Trustee
(P.O. Box 1067, Townsend, MA 01469)

Name of Engineer: Daniel Koravos, P.E. (59 Granite Lane, Chester, NH 03036)

Deed Reference: Book: 45210 Page: 560

i. Plan set Dated: February 10, 2022, Revised date: April 6, 2022

**MINUTES
MARLBOROUGH PLANNING BOARD
MARLBOROUGH, MA 01752**

May 9, 2021, 7:15 pm was selected for the Planning Board's public hearing on the Beauchemin Estates, Preliminary Open Space Concept Plan.

(This was discussed after 7.) Definitive Subdivision Submission A.) Colchester Drive, Definitive Subdivision Plan time stamp: 35:30)

Daniel Koravos went over the revised plans and explained the change in the wetland set back, lot reconfigurations and the revisions made to address the concerns regarding adequate access to lot 6.

Mr. Russ pointed out a cross country drain on one of the plans which needs to be removed to match the other plan. Mr. Russ addressed concerns on the wetland replication piece and the 30-foot set back on lot 4 and discussed specifications on the building foot prints on the open space plan with Mr. Koravos.

On a Motion by Mr. LaVenture seconded by Mr. Elder, the Board voted to refer the 689 Pleasant Street Open Space Development Plan to the Conservation Commission and Engineering for review. Yea: Elder, Fay, Fowler, Hodge, LaVenture, Russ, and Fenby. Nay 0 Motion carried 7-0.

7. Definitive Subdivision Submissions

A. Colchester Drive, Definitive Subdivision Plan - Public Hearing Date set for May 9, 2022

Map 44, Parcel 148 (O Stevens Street), Marlborough, MA 01752

Owner of Land: James & Rebecca Chaousis (283 Bolton Street, Marlborough, MA 01752)

Name of Applicant: Charles Bourque (P.O. Box 642, Weston, MA 02493)

Name of Engineer: Jason Lavoie, WSP, (100 Summer Street, 13th Floor, Boston, MA 02110)

Deed Reference: Book: 9742 Page: 148

i. Correspondence from John Garside, Board of Health

Mr. LaVenture read the April 5, 2022, correspondence from John Garside, Board of Health into the record.

On a motion by Mr. Elder, seconded by Mr. Russ, the voted to accept and file the correspondence. Yea: Elder, Fay, Fowler, Hodge, LaVenture, Russ, and Fenby. Nay 0 Motion carried 7-0.

8. Signs (None)

9. Correspondence (None)

10. Unfinished Business (None)

11. Calendar Updates

A. Colchester Drive, Definitive Subdivision Plan, 135 days is Sunday July 24, 2022, vote by June 27, 2022, meeting.

12. Public Notices of other Cities & Towns (None)

In other discussion, Mr. Russ suggested a compilation of accurate complete submissions be provided for reference, for projects such as, ANR, Open Space Developments, Definitive Subdivision, including all items like the covenant, certificate of vote and or special permits. He requested these be available for the public to model their submissions off of. The Board Administrator determined she would compile these documents and post them on the Planning Board Website for public viewing.

On a motion by Mr. Fay, seconded by Mr. Elder, the Board voted to put in a request to the IT Department for each planning board member to have a City of Marlborough email address. Yea: Elder, Fay, Fowler, Hodge, LaVenture, Russ, and Fenby. Nay 0 Motion carried 7-0.

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On a motion by Mr. Fowler, seconded by Mr. Elder, the Board voted to adjourn the meeting. Yea: Elder, Fay, Fowler, Hodge, LaVenture, Russ, and Fenby. Nay 0 Motion carried 7-0.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'G. LaVenture', written over a horizontal line.

George LaVenture/Clerk

/kmm